

Contract for Mosquito Management Services

Town of Prosper, Texas



**TDA SPCS 0666439
TDA 0714984**

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Licensed and Regulated by: Texas Department of Agriculture P.O. Box 12847 Austin, TX 78711-2847 Phone (866) 918-4481, Fax (888) 232-2567

THIS CONTRACT IS ENTERED BY AND BETWEEN THE TOWN OF PROSPER, TEXAS "TOWN" AND PRP SERVICES, L.L.C. d/b/a MUNICIPAL MOSQUITO "MUNCIPAL MOSQUITO", HEREINAFTER THE "CONTRACT." WITHIN THIS CONTRACT, TOWN OR MUNICIPAL MOSQUITO MAY BE REFERRED TO INDIVIDUALLY AS "PARTY" OR COLLECTIVELY AS "PARTIES."

1. RETENTION OF SERVICES Town hereby retains Municipal Mosquito to provide Mosquito Management Services for the Town mosquito control program. Municipal Mosquito shall provide Contingent Mosquito Management Services per the Scope of Work attached as "Attachment A" which is incorporated for all purposes herein. Municipal Mosquito shall be compensated for those Contingent Mosquito Management Services by the Town according to the Fee Schedule attached as "Attachment B" which is incorporated for all purposes herein.

2. TERM, RENEWAL, AND TERMINATION

2.1 TERM This Contract is for a 12-month term beginning on the date the Contract is finally executed by both Parties, herein the "Effective Date."

2.2 CONTRACT RENEWAL Upon completion of the initial 12-month contract term, this Contract may be extended by subsequent agreement of both Parties for four (4) additional twelve month periods for a total of sixty (60) months. Contract renewal implies adherence to the same terms, conditions, and pricing unless agreed upon in writing by both Parties in a duly authorized contract amendment.

2.3 TERMINATION In the event of a perceived breach of this Contract by either Party, the non-breaching Party shall provide written notice to the breaching Party with fifteen days opportunity to cure or resolve the perceived breach. The Town and/or Municipal Mosquito may then terminate this Contract for any reason, or no reason, with thirty (30) days written notice to the other Party. Termination of this Contract by the Town shall not waive any other rights or warranties available to the Town at law or in equity.

3. LOCATION DESCRIPTION The services which are described in this Contract shall be strictly limited to the geographic area which is commonly known as being within the corporate limits of the Town of Prosper, the Counties of Collin and Denton, and the State of Texas. Municipal Mosquito shall not be required by the terms hereof to render the herein before described services in any geographic location not situated within the confines of the area designated above.

4. CONDITIONS OF PROPOSED SERVICES

4.1 LIABILITY AND INDEMNITY MUNICIPAL MOSQUITO SHALL INDEMNIFY TOWN AND ITS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, CAUSED BY OR RESULTING FROM THE DIRECT ACT OF MUNICIPAL MOSQUITO IN THE COURSE OF THE PERFORMANCE OF THIS CONTRACT AND, ON THE CONDITION THAT ANY SUCH CLAIM WHICH MAY BE ASSERTED: (1) ARISES FROM BODILY INJURY, INCLUDING DEATH; (2) ARISES FROM THE DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY; AND (3) IS CAUSED IN WHOLE OR IN PART BY AN INTENTIONAL OR GROSSLY NEGLIGENT ACT OR OMISSION OF MUNICIPAL MOSQUITO. LIABILITY FOR ANY ACTION OF MUNICIPAL MOSQUITO SHALL BE LIMITED TO THE INSURANCE COVERAGE WHICH IS PROVIDED BY MUNICIPAL MOSQUITO PURSUANT TO THE TERMS AND CONDITIONS HEREOF, AND WHICH SHALL BE AGREED UPON IN ADVANCE OF THE EFFECTIVE DATE AND SHALL NOT CHANGE DURING THE SERVICE TERM UNLESS AGREED IN WRITING BY THE PARTIES. IT IS ACKNOWLEDGED AND AGREED BY THE PARTIES THAT ANY LIABILITY OF MUNICIPAL MOSQUITO IN CONNECTION WITH THE SERVICES TO BE RENDERED HEREUNDER SHALL NOT INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES BASED ON ANY LOST SALES OR PROFIT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

4.2 **WARRANTIES** Municipal Mosquito warrants that during the period of time any services shall be rendered by Municipal Mosquito to Town, Municipal Mosquito will have in full force and effect the insurance coverage as required by the Town. Municipal Mosquito shall provide certificates of insurance to Town upon request therefore, Municipal Mosquito warrants that, in the course of rendering the services which it is to perform hereunder, it will exercise, in its performance of said services, the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. Other than the foregoing warranties, Municipal Mosquito makes no express or implied warranties, including without limitation, any expressed or implied warranties of merchantability or fitness for a particular purpose.

4.3 **DISCLAIMERS** Municipal Mosquito has not been engaged to perform any procedure(s) which would result in the eradication of the mosquito population in any particular area. Mosquito remediation is an imprecise science and results are affected by many conditions which are outside the control of Municipal Mosquito. Accordingly, Municipal Mosquito disclaims any warranty, representation or guarantee, of any type, regarding: (1) the absence or existence of mosquito-borne diseases, in or adjacent to the known mosquito habitats in the Proposed Area; (2) the probability of any human or animal contracting any mosquito borne disease or infection, either before, during or after the completion of the services to be rendered by Municipal Mosquito hereunder; and (3) Municipal Mosquito cannot guaranty the outcome or effectiveness of any Contingent Mosquito Management Services performed under the Contract.

4.4 **INDEPENDENT CONTRACTOR** The Parties acknowledge and agree that neither Municipal Mosquito nor any member of its staff is an agent, employee, or representative of Town in connection with the services to be performed hereunder. Rather, Municipal Mosquito is an independent contractor in connection with the services to be performed hereunder. As an independent contractor, Municipal Mosquito shall be responsible for employing and directing such personnel and agents as it may require from time to time in connection with the performance of the services to be rendered hereunder. Municipal Mosquito shall exercise complete authority over members of its staff and its agents and shall be fully responsible for their actions. Municipal Mosquito acknowledges that neither it nor any member of its staff is entitled to unemployment insurance benefits or workers' compensation benefits from Town, its elected officials, agents, or any program administered or funded by Town.

5. **PAYMENT** Payment for all Contingent Mosquito Management Services shall be due within thirty (30) days of receipt of invoice by Municipal Mosquito by Town. Payment which is not received on a timely basis shall be subject to interest at statutorily stated rates.

6. **REQUEST FOR CONTINGENT SERVICES** To request performance of Contingent Mosquito Management Services Town shall send a request in writing to Municipal Mosquito and, upon receipt of a written proposal by Mosquito Management for performance of such services, Town shall reply in writing approving such charges. Town acknowledges and accepts that Municipal Mosquito does its best to estimate charges for Contingent Mosquito Management Services in advance, but that Municipal Mosquito cannot guarantee the final price for any Contingent Mosquito Management Services.

7. **MISCELLANEOUS**

7.1 **AUTHORITY TO EXECUTE CONTRACT** The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. Town agrees to provide Municipal Mosquito proof of authority to enter the Contract upon request, and to notify Municipal Mosquito of any change in such authority to act.

7.2 **NOTICE** Where the terms of this Contract require that notice in writing be provided, such

notice shall be deemed delivered three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

To Town:	To Contractor:
Town of Prosper Attn: Town Manager 250 W. First Street Prosper, Texas 75078	Municipal Mosquito Attn: Patrick Prather P.O. Box 831863 Richardson, Texas 75083

7.3 **ASSIGNMENT** This Contract is not assignable without the prior written consent of Town.

7.4 **ENTIRE CONTRACT, AMENDMENT** This Contract represents the entire and integrated Contract between the Town and Municipal Mosquito and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by a written instrument signed by both Town and Municipal Mosquito.

7.5 **APPLICABLE LAW** The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. This Contract shall be performable and all compensation payable in Dallas County, Texas. Venue and exclusive jurisdiction under this Contract lies in Dallas County, Texas.

7.6 **SEVERABILITY** If any clause, paragraph, section or portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the Parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Contract initially.

7.7 **CONSIDERATION** This Contract is executed by the Parties hereto without coercion or duress and with substantial consideration, the sufficiency of which is hereby acknowledged.

7.8 **REPRESENTATION** Each signatory representing this Contract has been read by the party for which this Contract is executed and that such party has had an opportunity to confer with its counsel.

7.9 **WAIVER** Waiver or any breach of this Contract by either party, or the failure of either party to enforce any of the provisions of this Contract, or the failure of either party to enforce any of the provisions of this Contract, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance of the Contract.

7.10 **MISCELLANEOUS DRAFTING PROVISIONS** This Contract shall be drafted equally by all Parties hereto. The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Contract are for the convenience of the Parties and are not intended to be used in construing this document.

7.11 **COUNTERPARTS** This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

8. **ACCEPTANCE OF CONTRACT** Municipal Mosquito, pursuant to the terms and conditions set forth above, proposes to provide services within the Scope of Work to Town at the rates set forth in the Fee Schedule. To accept this Contract, Town shall: (1) provide Municipal Mosquito proof of authority to enter the Contract on behalf of Town, and (2) return a fully executed copy of the Contract, intact, to Municipal Mosquito at the address indicated hereon.

IN WITNESS THEREOF, the Authorized Representatives have executed this Contract on the dates written below.

Authorized Representative of the Town of Prosper, Texas

Signature _____ Title _____

Print name _____ Date _____

Witness _____

Accepted by PRP Services, L.L.C. d/b/a Municipal Mosquito

By  _____

Title _____ Executive Director _____

Date April 28, 2025

The acceptance of this Contract is not valid until it is countersigned by Municipal Mosquito and returned to the Town of Prosper, Texas.

ATTACHMENT A

SCOPE OF WORK

I. CONSULTING, REPORTING, AND EDUCATION

a. **Fee Specifications** The Consulting, Reporting, and Education fee is a fixed rate price for all consulting, reporting, and education during the annual contract term. This fee and signed Contract are due by May 1st to preserve the pricing and Scope of Work that have been defined.

b. **Consulting** Municipal Mosquito annually generates terrain maps, current street maps, digital route maps, and consultation with Town staff for information and history regarding mosquitoes, sites, populations, species, and locations prior to initiating any treatment services.

c. **Reporting** Municipal Mosquito shall provide written and digital documentation of all services provided to Town and retain application records as directed by Texas Department of Agriculture Structural Pest Control Service (TDA/SPCS) and TCEQ NPDES.

d. **Education** Municipal Mosquito will assist Town staff during Town hall, public, Town council, and similar public education and outreach meetings. Municipal Mosquito will also brief the Town Council as requested.

CONTINGENCY MOSQUITO MANAGEMENT

Should mosquito activity or disease dictate and/or the Town request, Municipal Mosquito shall be available to provide Contingency Mosquito Control services described in this Scope of Work. Any Contingency Mosquito Management services will be performed as directed and in accordance with the provisions of this Contract, this Scope of Work, and the Fee Schedule.

II. LARVAL SURVEILLANCE AND CONTROL

a. **Site Inspection** Individual inspections will be conducted as directed with monitoring of known and newly discovered potential larval mosquito development sites. Routine revision and updating of maps and sites is ever evolving and a key part of effective mosquito control program.

b. **Larvicide Application** When appropriate and necessary, applications will be made of appropriately labeled larvicidal materials at U.S. EPA approved labeled dosage rates. Mapping of treated sites and documentation to meet state requirements will be provided to the Town.

c. ***Aedes aegypti* and *Aedes albopictus* Specific Larviciding Service** Larval mosquito inspection and control application is a different process for *Aedes aegypti* and *Aedes albopictus* mosquitoes due to small container and cryptic larval development sites often in close proximity to residential structures. Should intensive larval control become necessary due to an imported or locally transmitted emerging arbovirus, an hourly rate will be applied to the larval control field operations. Larval control may be performed through hand larviciding or via liquid larviciding through mist/ULV applicators. Access to private property is sometimes necessary for these larviciding services. The Town shall make Code Enforcement and/or Environmental officers available to assist Municipal Mosquito personnel with private property inspections.

III. ADULT MOSQUITO SURVEILLANCE

a. **Reiter Gravid Trap Surveillance** This trap selects toward gravid, or egg laden, *Culex spp.* female mosquitoes. Gravid female mosquito surveillance is crucial since these female mosquitoes have taken a blood meal to develop eggs and are potentially infected with West Nile virus. Service will be as directed for surveillance of the adult *Culex* mosquito population. Mosquito samples will be delivered to Tarrant County Public Health for Identification and disease testing.

b. **BG Sentinel Trap Surveillance for Emerging Arbovirus Vectors** *Aedes aegypti* and *Aedes albopictus* adult mosquitoes are vectors for many known and emerging arboviruses such as Zika virus and Dengue. The BG Sentinel trap works differently than the Reiter Gravid trap and is designed to mimic human respiration selectively attracting *Aedes spp.* mosquitoes. Municipal Mosquito will set and collect BG Sentinel traps, at the Town's direction. These traps will be used to ascertain population densities of disease vector species. Trap catch information will be used to help determine disease response strategies and trapped mosquitoes may be tested for disease utilizing real-time RT-PCR.

IV. DISEASE TESTING

a. **West Nile Virus** Municipal Mosquito's local third-party laboratory confirms presence of mosquito borne WNV utilizing real time RT-PCR technology with results available within 24 to 48 hours. Test results are forwarded to Municipal Mosquito, compiled, and made available to Town for disease response planning. Assay materials are archived onsite at the Laboratory facility so confirmation testing may be completed if directed.

b. **Emerging Arbovirus Diseases** Municipal Mosquito's local third-party laboratory confirms presence of mosquito borne Zika virus, Chikungunya virus, Dengue, and other emerging arboviruses through real-time RT-PCR technology with results available within 24 to 48 hours. Test results are forwarded to Municipal Mosquito, compiled, and made available to Town for disease response planning. Assay materials are archived onsite at the Laboratory facility so confirmation testing may be completed if directed.

V. ADULT MOSQUITO CONTROL

a. **Pre-Treatment Operational Procedures** Municipal Mosquito will follow strict integrated mosquito management guidelines and will only adulticide when authorized by the Town and legally allowable according to product labeling. All adult mosquito control applications will be made only after written permission is obtained from the Town and Town staff shall notify Municipal Mosquito at least 24 hours prior to altering any previously agreed upon schedule(s).

b. **Product** Municipal Mosquito currently utilizes a water based synergized permethrin formulation for Ultra Low Volume ("ULV") adult mosquito applications and recommends mid-level labeled application rate of active ingredient per acre. Other materials, application rates, and chemical classes may be utilized for specialty applications and different rates may apply. Town must advise Municipal Mosquito regarding the desired application rate at least 24 hours in advance of any requested fogging services.

c. **Adult Mosquito Control Equipment** For street level and off-road UTV Mounted applications, Municipal Mosquito primarily utilizes industry standard ULV fogging equipment. For focused application techniques, Municipal Mosquito utilizes backpack ULV/misting machines and/or handheld Thermal Foggers from various manufacturers. During any adult mosquito application, technicians will record various events that occur during the application sequence, i.e. operator and/or vehicle identification, ground speed, "No Spray Zones", type of insecticide, total insecticide dispensed, and total area or distance treated. Municipal Mosquito application equipment is annually calibrated and analyzed

for proper droplet pattern to insure correct operation and application.

VI. MISCELLANEOUS

a. Response Guarantee Municipal Mosquito guarantees a next business day response time for larval control and surveillance service requests. Adult Mosquito Control service requests are guaranteed 48 hours from time of notification for commencement of control operations.

b. Private Property Access For all mosquito related activities, The Town will obtain and/or furnish right-of-access on any Non-Town-owned project site for Municipal Mosquito to perform any requested inspections, tests, surveillance, application, or investigation in relation to the Scope of Services. Municipal Mosquito will take reasonable precautions to avoid and/or minimize damage to the personal or real property in the performance of such inspections, tests, surveillance, applications, or investigations.

Note: All defined terms within the Contract are hereby incorporated to this Attachment.

ATTACHMENT B

FEE SCHEDULE

Payment for all Contingent Mosquito Management Services shall be made based on the following fee schedule and upon the terms set forth in Section 5 of the Contract.

<u>Service Provided</u>	<u>Item Price</u>
Consulting, Reporting, And Education Fee	\$450.00 per annum

<u>Service Provided</u>	<u>Item Price</u>
CONTINGENT MOSQUITO MANAGEMENT	AD HOC
ADULT MOSQUITO SURVEILLANCE	
Reiter Gravid Trap (per trap event) -primary trap for West Nile virus vectors -identification (speciated and enumerated)	\$130.00 per each set and collection
BG Sentinel Trap Set -primary trap for <i>Aedes spp.</i> mosquitoes -Zika virus and emerging arbovirus vector surveillance -identification (speciated and enumerated)	\$185.00 per each set and collection
TESTING	
Real time RT-PCR Disease Testing -a test pool is comprised of 50 eligible mosquitoes -fee based on Municipal Mosquito staff setting and collecting traps	\$58.00 per test pool \$53.00 per additional test pool
LARVAL SURVEILLANCE AND CONTROL	
Inspection Based Larvicide Application -public property, Town owned property, private property as directed	\$180.00 per <u>one</u> hour
UTV Mounted Liquid Larviciding** -street level, alley, utility easement	\$235.00 per <u>0.25</u> (1/4) linear mile

Back-pack Liquid Larviciding** -any area inaccessible to vehicles or where small-scale application is needed **liquid larviciding is an alternative means of delivering larval control materials from easements and alleys to backyards and cryptic breeding sources. This alternative delivery becomes necessary when physical access to private property (backyards) is difficult to obtain.	\$300.00 per <u>0.25</u> (1/4) linear mile
ADULT MOSQUITO CONTROL	
Truck Mounted ULV Fogging - mid-label rate of application - water-based synergized permethrin product - <u>ten</u> mile minimum per fog event	\$47.00 per <u>one</u> linear mile
UTV Mounted ULV Fogging - mid-label rate of application - water-based synergized permethrin product - <u>two</u> mile minimum per fog event	\$210.00 per <u>one</u> linear mile
Backpack ULV Fogging -maximum rate of application Backpack Residual Mist -small scale application to areas inaccessible to vehicle	\$140.00 per <u>0.25</u> (1/4) linear mile at
Handheld Thermal Fogging -maximum rate of application	\$250.00 per <u>0.25</u> (1/4) linear mile
Residual Barrier Spray -residual application for heavy vegetation areas	\$95.00 per <u>200</u> linear feet

Note: All defined terms within the Contract are hereby incorporated to this Attachment.