

**CONTRACTUAL SERVICES AGREEMENT NO. 11970 WITH CLARKE
ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. FOR ANNUAL MOSQUITO
MITIGATION SERVICES**

This Agreement is entered into on May 25, 2021, between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” and Clarke Environmental Mosquito Management, Inc., a Foreign Corporation with a principle business address located at 675 Sidwell Court, Saint Charles, Illinois, 60174, hereinafter referred to as "Contractor" (collectively hereinafter County and Contractor referred to as “Parties”).

WITNESSETH

WHEREAS, the County issued Bid No. 21-97 seeking Contractors to furnish surveillance, monitoring and eradication of disease-bearing mosquitoes in unincorporated areas of Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid No. 21-97, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to contract with the Contractor to provide the services described in Bid No. 21-97 and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.**

1.1. This Agreement is effective upon execution by both Parties and continues through September 30, 2022, unless earlier terminated as provided herein (the “Initial Term”). The County has the option of renewing this Agreement for two (2) additional two (2) year periods at the same terms and conditions set forth herein.

- 1.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners (“Board”). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Supplemental Agreement.
2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit 1** (“Work”).
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a professional qualified to perform the Services described.
 - 3.2. The Contractor warrants all the Work performed by the Contractor will be adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.
 - 3.3. The Contractor acknowledges that the County's observation, inspection or review of the Work performed in no way diminishes the Contractor’s warranty pertaining to the Work performed.
4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
 - 4.1. The Contractor shall be paid a sum that SHALL NOT EXCEED One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for the period commencing on the Effective Date and continuing through September 30, 2021. The Contractor shall be paid a sum that SHALL NOT EXCEED One Hundred Forty-Five Thousand Dollars (\$145,000.00) for each Fiscal Year thereafter (“Annual Contract Price”). Additionally, the Annual Contract Price for the renewal period SHALL NOT EXCEED One Hundred Forty-Five Thousand Dollars (\$145,000.00) per Fiscal Year. For the purposes of this Agreement, a Fiscal Year shall commence on October 1 and shall extend through September 30. Payment shall be

paid based on the fee schedule attached hereto as **Exhibit 2**.

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Public Works Department
5620 NW 120th LN
Gainesville, FL, 32653
llalwani@alachuacounty.us

4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”), and shall be remitted to:

Clarke Environmental Mosquito Management, Inc.
3036 Michigan Ave.
Kissimmee, FL, 30346
cjackson@clarke.com

7.1.1. Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

5. **ALACHUA COUNTY GOVERNMENT MINIMUM WAGE**

5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.12-101(3) of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

5.2. The Contractor shall provide certification, the form of which is attached hereto as **Exhibit 4**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

5.3. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

5.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.5. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

6. **Notice**. Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with

receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Alachua County Public Works Department
5620 NW 120th Lane
Gainesville, Florida, 32653
llalwani@alachuacounty.us

Contractor:

Clarke Environmental Mosquito Management, Inc.
3036 Michigan Ave.
Kissimmee, FL 30346
cjackson@clarke.com

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
ATTN: Finance and Accounting
dmw@alachuaclerk.org

And

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts
Procurement@alachuacounty.us

7. Default and Termination.

7.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating this Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the

default. The Public Works Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Public Works Director is authorized to provide final termination notice on behalf of the County to the Contractor.

7.2. The County may also terminate this Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

7.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

8. **PROJECT RECORDS**

8.1. **General Provisions:**

8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all

documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

8.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

8.1.3. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

8.2. Confidential Information

8.2.1. During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly

identified by the Contractor as “Confidential Information” or “CI.”

8.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor’s Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

8.3. **Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

8.4. **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

9. **Insurance**. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit 3**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 3-A**.
10. **Permits**. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
11. **Laws & Regulations**. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the Work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

12. **INDEMNIFICATION**

12.1. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

12.2. The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

12.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

12.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

12.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

13. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with this Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

14. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

15. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of this Agreement.

16. **Collusion**. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
17. **Conflict of Interest**. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
18. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.
19. **Severability and Ambiguity**. It is understood and agreed by the Parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of this Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.
20. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
21. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
22. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

23. **Amendments.** The Parties may amend this Agreement only by mutual written agreement of the Parties.
24. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
25. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
26. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
27. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
28. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical

delivery of the paper document bearing an original or electronic signature.

29. U.S. Department of Homeland Security E-Verify System.

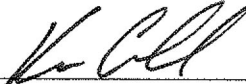
29.1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

29.2. The Contractor shall expressly require any subcontractors performing work or providing services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

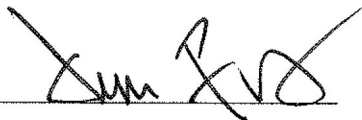
ALACHUA COUNTY, FLORIDA

By: 

Ken Cornell, Chair
Board of County Commissioners

Date: _____

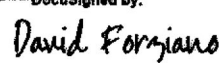
ATTEST



J.K. "Jess" Irby, Esq., Clerk

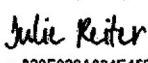
(SEAL)

APPROVED AS TO FORM

DocuSigned by:

70E5E61DBE1E4D3...

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:
By: 
820E928A834E45D...

Print: Julie Reiter

Title: V.P., Human Resources & Sustainable Development

Date: 4/29/2021

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Work

SCOPE OF WORK

1. Duties of Vendor – Clarke Environmental Mosquito Management Inc., hereinafter referred as ‘Clarke’ shall have and perform the following duties, obligations, and responsibilities to the County as set forth in this Section 2 at time mutually agreed upon. Clarke shall be as a provider for the County of the services set forth in this Section 2.

Section 2.

2.1 Surveillance and Monitoring

- 2.1.1. Adult Mosquito Population and Monitoring: Clarke will set up and maintain a CDC (CO2 Baited) light trap network to monitor adult mosquito population weekly as directed by the County Health Department or Public Works Department. Clarke will identify the mosquitoes collected and provide a report by species and location to the County following each setting of the light traps. Set up and maintain BG Sentinel (baited) traps in various county locations selected by the County.
- 2.1.2 Larval Inspections: Clarke will regularly inspect potential mosquito breeding sites as directed by the County Health Department or Public Works Department. Such sites include but are not limited to, County retention ponds, drainage basins, or any areas that routinely collect and hold water which may breed mosquitoes. Each site will be documented and recorded into an electronic computer database. Samples taken from sites will be identified to species and a report provided to the County. Data will be maintained as to site and species breeding pursuant to the terms of this Agreement.
- 2.1.3. BG-Sentinel Chicken Bleeds: Clarke will set up and maintain a network of 6 sentinel chicken coop sites with 6 chickens each to monitor arbovirus disease as part of the Florida Department of Health Sentinel Chicken Program. Blood samples will be collected weekly and sent to the Bureau of Public Health Laboratories in Tampa for analysis and reporting.

2.2 Larval Control

- 2.2.1 Each site found breeding will be treated with an appropriate biological larvicide. Treatments will be made by hand, backpack or helicopter depending on site size and accessibility.

- 2.2.2. Each site treated will be documented and recorded into an electronic computer database for future information and in accordance with requirements of Florida Statutes. Regular reports will be provided to the County of all larvicide applications.

2.3. Adult Control

- 2.3.1 Ground ULV Adulticiding via Truck: Provide ground ULV applications for control of adult mosquitoes via truck on an as needed basis as directed by the County. Each truck will be equipped with a GPS tracking system that will provide a detailed record of each application. A route map of the areas to be treated will be prepared and a copy provided to the County in an electronic format approved by the County's GIS Department.
- 2.3.2 Aerial ULV Adulticiding: Provide aerial ULV applications for control of adult mosquitoes as needed. Aerial ULV applications will also be provided on an as needed basis as directed by the County. GPS tracking system must be utilized to provide a detailed record from each application.

2.4. Program Management

- 2.4.1 Clarke will provide a program manager to oversee the Alachua County Mosquito Control Program. The program manager will provide regular reports on all operations as directed by the County and required by Florida Department of Agriculture and Consumer Services. The program manager will report to the Public Works Department. The program manager will coordinate mosquito control activities through the Public Works Department. The program manager shall implement an outreach educational program targeting school-age children and general public awareness.
- 2.4.2 Clarke shall provide a fully Integrated Mosquito Management Program (Physical Source Reduction, Chemical and Biological) for the control of nuisance and disease vector mosquitoes in the unincorporated areas of Alachua County.
- 2.4.3 Clarke shall maintain and provide all necessary licenses and certifications for pesticide applications.
- 2.4.4 Clarke shall provide all treatments, no matter the form, in accordance with all Federal Aviation, Environmental Protection Agency, Florida Department of Environmental Protection, Florida Department of Transportation, Florida Department of Agriculture, and all other Federal, State and local laws, rules, ordinances, statutes and policies as well as product labeling and the Material Safety Data Sheet of all products applied.

2.4.5 An operations yard, lab and office shall be established and maintained near Alachua County to provide customer service, equipment storage and perform mosquito operation. This requirement does not pertain to aerial equipment and operations.

2.5. Optional Services – This agreement may be expanded to include, but not limited to the following services for a price to be determined:

- 2.5.1 Aerial survey for mosquito breeding sites
- 2.5.2 Catch basin applications
- 2.5.3 Backpack barrier applications
- 2.5.4 Other Services as negotiated

.

Exhibit 2: Bid Form/ Schedule of Values**EXHIBIT A****BID FORM**

BID: **21-97 Annual Mosquito Mitigation Services**

E-BID OPENING DATE: **2:00 pm, Wednesday, March 3, 2021**

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

Description	Month(s)	Units *estimated quantities	Cost per Unit	Total Cost
2.1.1. CDC CO2 Traps (10 Traps/week)	Oct/Nov, May – Sept (30 weeks)	Trap (300)*	\$ 145.00	\$ 43,500.00
2.1.1 BG-Sentinel Traps	As needed up to 12 weeks	Trap (1)	\$ 155.00	\$ 155.00
2.1.2 Larval Inspections (120 sites) 3 Full Rounds=3X120=360 Inspections + 4 Target rounds for 60 Sites 60 X4=240 Sites. TOTAL 600 Sites	Oct/Nov, April – Sept	Site (600)	\$ 17.00	\$ 10,200.00
2.1.3 Sentinel Surveillance (Chicken bleeds) (18 bleeds/week)	Oct/Nov, May – Sept (29 weeks)	Site (522)	\$ 67.76	\$ 35,370.72
2.2.1 Larviciding (Acres) via hand, backpack or helicopter • Single brood product	Oct/Nov, May – Sept	Acre (30)*	\$ 65.00	\$1,950.00
2.2.1 Larviciding (Acres) via hand, backpack or helicopter • 30-day residual product	Oct/Nov, May – Sept	Acre (30)*	\$ 92.00	\$ 2,760.00
2.3.1 Ground ULV Adulticiding via truck with GPS tracking	(As needed)	Mile (2)*	\$ 25.00	\$50.00
2.3.2 Aerial ULV Adulticiding	(As needed)	Acre (30)*	\$ 2.76	\$ 82.80
2.5.3 Backpack/Sticky Spray Mitigation Barrier	(As needed)	Mile (5)*	\$ 45.00	\$225.00
Total Cost				\$94,293.52

**Alachua County can reduce the total annual mosquito control program cost to \$91,464.71 by opting to pay the total program costs in monthly payments. This saves the County an additional 3%.

BID FORM cont'd

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: Cherief Jackson Company: Clarke Environmental Mosquito Management, Inc.

Address: 3036 Michigan Ave, Kissimmee, FL 34744

Authorized Signature: **Julie Reiter** Digitally signed by Julie Reiter
DN: cn=Julie Reiter, o=Clarke Environmental Mosquito Management, Inc., email=jreiter@clarke.com, c=US
Date: 2021.02.25 13:07:22 -06'00' Title: VP HR & Sustainable Development

Clearly Print Name: Julie Reiter

Phone: 800-323-5727 Fax: 630-443-3070 Date: 2/25/21

Email Address: jreiter@clarke.com

Exhibit 3: Insurance Requirements

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or

prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

Exhibit 3-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	CONTACT NAME: CSU Chicago - Midwest PHONE (A/C, No, Ext): 312-922-5000 FAX (A/C, No): E-MAIL ADDRESS: CSUChicago@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Insurance Company of Pittsburg 19445 INSURER B : Navigators Specialty Insurance Company 36056 INSURER C : Navigators Insurance Company 42307 INSURER D : INSURER E : INSURER F :
INSURED Clarke Environmental Mosquito Management, Inc. 3036 Michigan Ave. Kissimmee FL 34744	

COVERAGES **CERTIFICATE NUMBER:** 543557778 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Legal <input type="checkbox"/> Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		CH21NP3Z03944IC	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Legal Liab \$ 1,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		FA19NCP02119201	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CH21NP3Z03944IC	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WC012056620 WC012056621	3/1/2021 3/1/2021	3/1/2022 3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Pollution Legal Liability includes coverage for Third Party On-site, Third Party Off-site, Hostile Fire and Building Equipment, Products Pollution, Contractors Pollution and Transportation Cargo.
 ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, ITS OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT IN FAVOR OF THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS RISK MANAGEMENT 12 SE 1st St GAINESVILLE FL 32601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance (“Wage Ordinance”).

Clarke Environmental Mosquito Management, Inc.
675 Sidwell Court
Saint Charles, Illinois 60174
(800) 323-5727
jreiter@clarke.com

Project Description: *Annual Mosquito Mitigation Services; surveillance, monitoring and eradication of disease-bearing mosquitoes in unincorporated areas of Alachua County*

CONTRACTOR

DocuSigned by:
By: Julie Reiter
820E928A834E45D...

Print: Julie Reiter

Title: V.P., Human Resources & Sustainable Development

Date: 4/29/2021

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Certificate of Completion

Envelope Id: D60B8A53070D4223A86F945F6C26C8CE	Status: Completed
Subject: Please DocuSign: Alachua County Annual Mosquito Mitigation Services Agreement	
Source Envelope:	
Document Pages: 24	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 104.225.179.183

Record Tracking

Status: Original 4/29/2021 11:55:00 AM	Holder: Michelle Guidry mguidry@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Julie Reiter
jreiter@clarke.com
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 50.206.96.50

Timestamp

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 Signed: 4/29/2021 6:05:39 PM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Cherrief Jackson
cjackson@clarke.com
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 4/29/2021 6:05:44 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Thomas (Jon) Rouse
trouse@alachuacounty.us
Contracts Supervisor
Alachua County Board of County Commissioners
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 4/29/2021 6:05:44 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/29/2021 6:05:39 PM
Completed	Security Checked	4/29/2021 6:05:44 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

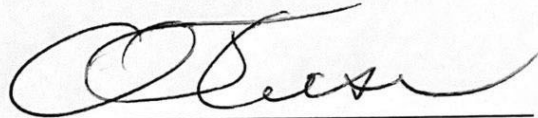
- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.

CERTIFICATE OF SECRETARY

The undersigned, Andrew P. Tecson, hereby certifies that: (i) he is the duly qualified Secretary of Clarke Environmental Mosquito Management, Inc., an Illinois corporation (the "Company"); and (ii) the unanimous written consent of the Company's board of directors (attached hereto as Exhibit A) is a true and correct copy of the unanimous written consent executed by the board of directors of the Company and remains in force and effect.

Dated: April 29, 2021

Secretary of the Company:

A handwritten signature in black ink, appearing to read 'A. Tecson', written over a horizontal line.

Andrew P. Tecson

EXHIBIT A

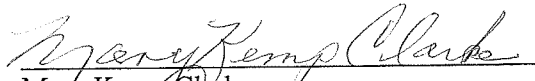
**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**

The undersigned, being all of the directors of Clarke Environmental Mosquito Management, Inc. (the "Company"), in lieu of a special meeting of the board of directors, do hereby consent in writing to the adoption of the following resolutions:

RESOLVED, that for the period commencing January 1, 2019 and continuing through December 31, 2028, any one or more of the persons serving as officers of the Company at the time of submission of a bid are hereby authorized to sign and submit all documents necessary to submit any and all bid proposals for the provision of goods and/or services to any and all governmental entities, corporations, other entities and/or individuals and to take any and all other actions necessary for the submission of such bid proposals.

RESOLVED FURTHER, that all actions taken by any officer of the Company in furtherance of these resolutions are hereby ratified, affirmed and approved in all respects as the acts of the Company.

Dated: December 19, 2018



Mary Kemp Clarke



John Lyell Clarke, III

[Being all the directors of the Company]

INCUMBENCY CERTIFICATE

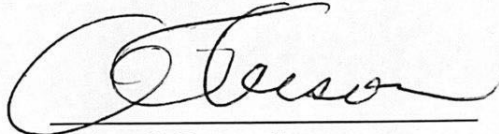
The undersigned, being the duly authorized and acting Secretary of Clarke Environmental Mosquito Management, Inc., an Illinois corporation, hereby certifies that the following persons hold the offices set opposite their names:

OFFICE

NAME

Chairperson of the Board	John L. Clarke, III
President/Chief Executive Officer	John L. Clarke, III
Chief Financial Officer and Vice President	Steven B. Rizzi
Executive Vice President, Strategic Partnerships and Alliances	A. Kevin Magro
Vice President of Product Innovation and Government Affairs	Karen Larson
Vice President of Human Resources and Sustainable Development	Julie Reiter
Vice-President of Service Operations	Clark Wood
Treasurer	Steven B. Rizzi
Secretary	Andrew P. Tecson
Assistant Secretary	Steven B. Rizzi
Assistant Secretary	Karen Larson

Dated: April 29, 2021



Andrew P. Tecson, Secretary

Certificate Of Completion

Envelope Id: 10E87EFFE8D0447E9D2E7570CECE5AE5 Status: Completed
 Subject: Please DocuSign: #11970 - Annual Mosquito Mitigation Services - Clarke Environmental.partially ...
 Source Envelope:
 Document Pages: 32 Signatures: 1 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Michelle Guidry
 AutoNav: Enabled mguidry@alachuacounty.us
 Envelopeld Stamping: Enabled IP Address: 104.225.164.7
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Michelle Guidry Location: DocuSign
 4/30/2021 8:58:40 AM mguidry@alachuacounty.us
 Security Appliance Status: Connected Pool: StateLocal
 Storage Appliance Status: Connected Pool: Alachua County Location: DocuSign

Signer Events

David Forziano
 dforziano@alachuacounty.us
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 104.225.164.7

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 Signed: 4/30/2021 11:06:36 AM

Electronic Record and Signature Disclosure:
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 ID: 64124040-3dd9-4e93-9b56-757b83b044a0

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Thomas (Jon) Rouse trouse@alachuacounty.us Contracts Supervisor Alachua County Board of County Commissioners Security Level: Email, Account Authentication (None)	<div style="border: 2px solid black; padding: 10px; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 4/30/2021 11:06:43 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jaye Athy jathy@alachuacounty.us Procurement Specialist Alachua County Board of County Commissioners Security Level: Email, Account Authentication (None)	<div style="border: 2px solid black; padding: 10px; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 4/30/2021 11:06:44 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/30/2021 11:06:36 AM
Completed	Security Checked	4/30/2021 11:06:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.