

PROFESSIONAL SERVICES AGREEMENT
UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH** (“City”), a Texas home rule municipal corporation, acting by and through Fernando Costa, its duly authorized Assistant City Manager, and the **UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER** (“University”), an agency of the State, acting by and through its duly authorized representative, each individually referred to as a “**party**” and collectively referred to as the “**parties.**”

AGREEMENT DOCUMENTS:

The Agreement documents shall include the following:

1. This Professional Services Agreement;
2. Exhibit A – Scope of Services;
3. Exhibit B – Price Schedule; and
4. Exhibit C – Verification of Signature Authority Form.

Exhibits A, B and C, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B or C and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control.

1. SCOPE OF SERVICES.

This agreement is for the purposes of providing mosquito surveillance and analysis and West Nile virus testing services for the City. Exhibit “A,” - Scope of Services more specifically describes the services to be provided hereunder.

2. TERM.

The term of this contract shall be for a period of twelve (12) months beginning from the date of execution by the City Manager or authorized Assistant City Manager (the “Initial Term”). Upon the expiration of the Initial Term, the contract shall renew automatically under the same terms and conditions for up to four (4) one-year renewal periods, unless City or Contractor provides the other party with notice of non-renewal at least 60 days before the expiration of the Initial Term or renewal period.

3. COMPENSATION.

3.1 City shall pay University in accordance with the fee schedule of University personnel who perform services under this Agreement in accordance with the provisions of this Agreement and Exhibit “B,” – Price Schedule. Total payment made under this Agreement for the first year by City shall be **in an amount not to exceed Two-Hundred and Twenty Thousand Dollars (\$220,000.00)**. University shall not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of University not specified by this Agreement unless City first approves such expenses in writing.

3.2 Invoice and Payment. The University shall provide monthly invoices to the City. Invoices shall contain an accurate description of the unit services, the date each service was rendered (i.e. mosquito trapping sample, weekly report, or lab sample), the unit price, and the total cost for services rendered for the invoice period.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of University's invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice. City or University may terminate this Agreement at any time and for any reason by providing the other party with 30 days' written notice of termination.

4.2. Non-appropriation of Funds. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify University of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

4.3. Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, City shall pay University for services actually rendered up to the effective date of termination and University shall continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, University shall provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event University has received access to City Information or data as a requirement to perform services hereunder, University shall return all City provided data to City in a machine readable format or other format deemed acceptable to City.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

5.1. Disclosure of Conflicts. University hereby warrants to City that University has made full disclosure in writing of any existing or potential conflicts of interest related to University's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, University hereby agrees immediately to make full disclosure to City in writing.

5.2. Confidential Information. University, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by City ("City Information") as confidential and shall not disclose any such information to a third party without the prior written approval of City.

5.3. Unauthorized Access. University shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. University shall notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, University shall, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what

information has been accessed by unauthorized means and shall fully cooperate with City to protect such City Information from further unauthorized disclosure.

6. RIGHT TO AUDIT.

University agrees that City shall, until the expiration of three (3) years after final payment under this agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of University involving transactions relating to this Agreement at no additional cost to City. University agrees that City shall have access during normal working hours to all necessary University facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give University reasonable advance notice of intended audits.

7. INDEPENDENT CONTRACTOR .

It is expressly understood and agreed that University shall operate as an independent University as to all rights and privileges and work performed under this Agreement, and not as agent, representative or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement, University shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. University acknowledges that the doctrine of *respondeat superior* shall not apply as between City, its officers, agents, servants and employees, and University, its officers, agents, employees, servants, contractors and subcontractors. University further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and University. It is further understood that City shall in no way be considered a Co-employer or a Joint employer of University or any officers, agents, servants, employees or subcontractors of University. Neither University, nor any officers, agents, servants, employees or subcontractor of University shall be entitled to any employment benefits from City. University shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subcontractor.

8. LIABILITY AND INDEMNIFICATION.

8.1 ***LIABILITY - UNIVERSITY SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF UNIVERSITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.***

8.2 ***GENERAL INDEMNIFICATION - UNIVERSITY HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO UNIVERSITY'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT,***

TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF UNIVERSITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

8.3 **INTELLECTUAL PROPERTY INDEMNIFICATION** – University agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City for infringement of any patent, copyright, trade mark, trade secret, or similar property right arising from City's use of the software and/or documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay shall not apply if City modifies or misuses the software and/or documentation. So long as University bears the cost and expense of payment for claims or actions against City pursuant to this section, University shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City's interest, and City agrees to cooperate with University in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, University shall fully participate and cooperate with City in defense of such claim or action. City agrees to give University timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City's assumption of payment of costs or expenses shall not eliminate University's duty to indemnify City under this Agreement. If the software and/or documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, University shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; or (c) replace the software and/or documentation with equally suitable, compatible, and functionally equivalent non-infringing software and/or documentation at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to University terminate this Agreement, and refund all amounts paid to University by City, subsequent to which termination City may seek any and all remedies available to City under law.

9. ASSIGNMENT AND SUBCONTRACTING.

9.1 **Assignment.** University shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee shall execute a written agreement with City and University under which the assignee agrees to be bound by the duties and obligations of University under this Agreement. University and Assignee shall be jointly liable for all obligations of University under this Agreement prior to the effective date of the assignment.

9.2 **Subcontract.** If City grants consent to a subcontract, subcontractor shall execute a written agreement with University referencing this Agreement under which subcontractor shall agree to be bound by the duties and obligations of University under this Agreement as such duties and obligations may apply. University shall provide City with a fully executed copy of any such subcontract.

10. INSURANCE.

10.1 The University certifies it has, at a minimum, current insurance coverage as detailed below and will maintain it throughout the term of this Agreement.

10.2 University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all insurance obligations of University under this Agreement.

10.3 Additional Insurance Requirements. The City shall not be responsible for the direct payment of any insurance premiums required by the agreement. It is understood that insurance cost is an allowable component of University's overhead. All insurance required above shall be written on an occurrence basis in order to be approved by the City.

Subcontractors to the University shall be required by the University to maintain the same or reasonably equivalent insurance coverage as required for the University. When subcontractors maintain insurance coverage, University shall provide City with documentation thereof on a certificate of insurance. Notwithstanding anything to the contrary contained herein, in the event a subcontractor's insurance coverage is canceled or terminated, such cancellation or termination shall not constitute a breach by University of the agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

University agrees that in the performance of its obligations hereunder, it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies University of any violation of such laws, ordinances, rules or regulations, University shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

University, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of University's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. **IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY UNIVERSITY, ITS PERSONAL REPRESENTATIVES, ASSIGNS, SUBCONTRACTORS OR SUCCESSORS IN INTEREST, UNIVERSITY AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM.**

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:	To UNIVERSITY:
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<p>City of Fort Worth Attn: Valerie Washington, Assistant City Manager 200 Texas Street Fort Worth, TX 76102-6314 Facsimile: (817) 392-8654</p> <p>With copy to Fort Worth City Attorney's Office at same address</p>	<p>University of North Texas Health Science Center Office of Grant and Contract Management Director, Contracts 3500 Camp Bowie Boulevard Fort Worth, Texas 76107 OGCMContracts@unthsc.edu</p>
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14. SOLICITATION OF EMPLOYEES.

Neither City nor University shall, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent University, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision shall not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

15. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

16. NO WAIVER.

The failure of City or University to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of City's or University's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

18. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

19. FORCE MAJEURE.

City and University shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

20. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

21. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or Exhibits A, B, and C.

22. AMENDMENTS/ MODIFICATIONS/ EXTENSIONS.

No amendment, modification, or extension of this Agreement shall be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

23. ENTIRETY OF AGREEMENT.

This Agreement, including Exhibits A, B and C, contains the entire understanding and agreement between City and University, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

24. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

25. WARRANTY OF SERVICES.

University warrants that its services will be of a professional quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at University's option, University shall either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to University for the nonconforming services.

26. IMMIGRATION NATIONALITY ACT.

University shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, University shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. University shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any University employee who is not legally eligible to perform such services. **UNIVERSITY SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY UNIVERSITY, UNIVERSITY'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to University, shall have the right to immediately terminate this Agreement for violations of this provision by University.

27. OWNERSHIP OF WORK PRODUCT.

27.1 Rights in Data. The City shall have unlimited rights in all data delivered under this agreement, and in all data first produced in the performance of this agreement. University may use the data for intellectual and scholarly and educational activities, including but not limited to grant proposals.

27.2 Intellectual Property Rights and Ownership. All data, interim and final reports, and other deliverables due under this agreement shall be the property of the City and the City shall have unlimited rights in such data, except that derivative work using the data, such as research, publications, posters, lectures, and seminars which are based upon the data shall be the property of the author.

University is granted an unlimited perpetual license to use the data for academic, educational, and research purposes, including publication in scientific journals, but shall not otherwise use, sell, transfer, or authorize a third party to use any work product, copyrights, trademarks, or other intellectual property developed under this agreement without the express written consent of the City.

28. SIGNATURE AUTHORITY.

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by any authorized representative of University whose name, title and signature is affixed on the Verification of Signature Authority Form, which is attached hereto as Exhibit "C". Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

29. CHANGE IN COMPANY NAME OR OWNERSHIP

University shall notify City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of University or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation so may adversely impact future invoice payments.

30. LICENSES AND PERMITS.

University certifies that on the day any work is to commence under this agreement and during the duration of the agreement it shall have and maintain all of the current, valid, and appropriate federal, state, and local licenses and permits necessary for the provision of services under this agreement. University also certifies that if it uses any subcontractor in the performance of this agreement, that such subcontractor shall have and maintain all of the current, valid, and appropriate federal, state, and local licenses and permits necessary for the provision of services under this agreement.

31. LIMITATIONS.

University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidential information. Terms and conditions relating to these limitations will not be binding on University, except to the extent authorized by the Constitution and the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples this _____ day of _____, 2019.

(signature page follows)

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

<p>By: _____ Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: _____</p> <p>APPROVAL RECOMMENDED:</p> <p>By: _____ Name: Elmer DePaula Title: Assistant Director</p> <p>ATTEST:</p> <p>By: _____ Name: Mary Kayser Title: City Secretary</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Wyndie Turpen Title: Superintendent</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____ Name: Matt Murray Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: _____</p> <p>Form 1295 Certification No.: _____</p>
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UNIVERSITY:

<p>UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER</p> <p>By: _____ Name: Andrea Anderson, JD Title: Executive Director Office of Sponsored Programs</p> <p>Date: _____</p>	<p>ATTEST:</p> <p>By: _____ Name: Dr. Joon Lee Title: Principal Investigator</p>
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EXHIBIT A
SCOPE OF SERVICES

University will furnish all labor, materials and equipment necessary to perform the services described below:

- Mosquito Surveillance - Trapping and Processing
- Mosquito Sample Data – Analysis and Reporting
- West Nile Virus Testing – Supplemental

I. Mosquito Surveillance - Trapping and Processing:

- a. Weekly Surveillance - The University is responsible for conducting mosquito surveillance activities and reporting outcome of the activities to the City on a weekly basis.
- b. Methodology – In order to estimate the risk of WNV exposure, appropriate areas in the City will be selected as fixed mosquito- trapping sites. In order to collect information on the abundance of the vector mosquito population and the proportion of WNV infected mosquitoes in that population, up to 60 traps will be set and attended by the University every week from May through October (up to 26 weeks).
- c. All the collected information will be recorded in pre-made mosquito trapping and WNV testing forms and transferred to the electronic database system. Every week the University will communicate with the City and provide the estimated WNV exposure risk along with a recommendation for appropriate responses to the estimated risk.

II. Mosquito Sample Data - Analysis and Reporting:

- a. Weekly Sample Result Analysis – The University is responsible for the analysis of all weekly collected mosquito sample results.
- b. Weekly Sample Result Report – The University is responsible for the reporting of the mosquito sample results in a suitable format to the City’s representative.

III. West Nile Virus (WNV) Laboratory Testing - Supplemental:

The City currently partners with the Tarrant County Public Health Laboratory. By reason of the County’s existing municipal partnerships and laboratory capacity it provides a limited number (45 samples) of weekly WNV testing samples for the City. Therefore, the University will be responsible for providing supplemental WNV laboratory testing for the City

to supplement the capacity provided by Tarrant County. This supplemental lab testing, designed to determine whether a mosquito tests positive for WNV, will be provided by the University as needed during the peak months (June, July, and August) of the WNV season.

IV. Period of Scope of Work:

Unless specifically described above or mutually agreed otherwise, the University will provide these services from the third week of May through October.

EXHIBIT B
PRICE SCHEDULE

As a policy of the Code Compliance Department the University shall retain indirect cost fees that are no greater than 16% of the total cost and are included in (not in addition to) the unit and contract costs in this fee schedule. The University shall be compensated for services rendered in accordance with this contract on a per unit basis, subject to the contract not-to exceed cost, as specified in the fee schedule below:

SERVICE	UNIT OF SERVICE	SERVICE FEE PER UNIT	ANTICIPATED VOLUME	CONTRACT COST
Mosquito Trapping and Processing:	Per mosquito trapping sample	\$90.00	96 per week for 26 weeks	\$224,600.00
(Cost to conduct mosquito surveillance in Fort Worth which includes: trapping and processing of mosquito pool samples) This additional estimate includes trapping for Zika response				
Mosquito Sample Result Analysis:	Per weekly report	\$500.00	26 weekly reports	\$13,000.00
(Cost to analyze data and provide City of Fort Worth with weekly reports and recommendations)				
Laboratory Testing	Per lab sample	\$55.00	20 per week for 26 weeks	\$28,600.00
(Cost to provide supplemental laboratory testing services as needed)				

Total: (Not-to-exceed amount) \$220,000.00

Note: Indirect costs retained by the University shall not exceed 16% of the total billed.

**EXHIBIT C
VERIFICATION OF SIGNATURE AUTHORITY**

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER



University hereby agrees to provide City with independent audit basic financial statements, but also the fair presentation of the financial statements of individual funds.

Execution of this **Signature Verification Form** (“Form”) hereby certifies that the following individuals and/or positions have the authority to legally bind University and to execute any agreement, amendment or change order on behalf of University. Such binding authority has been granted by proper order, resolution, ordinance or other authorization of University. City is fully entitled to rely on the warranty and representation set forth in this Form in entering into any agreement or amendment with University. University will submit an updated Form within ten (10) business days if there are any changes to the signatory authority. City is entitled to rely on any current executed Form until it receives a revised Form that has been properly executed by University.

1. Name:
Position:

Signature

2. Name:
Position:

Signature

3. Name:
Position:

Signature

Name:

Signature of President / CEO

Other Title: _____

Date: _____