

Bill No. 4678

Ordinance No. \_\_\_\_\_

Requested by: Hope Woodson

Sponsored by: Council as a Whole

AN ORDINANCE APPROVING A STANDARD FORM AGREEMENT TO PROVIDE MOSQUITO CONTROL SERVICES TO MUNICIPALITIES AND AUTHORIZING THE COUNTY EXECUTIVE OR HIS DESIGNEE TO EXECUTE THESE AGREEMENTS

WHEREAS, the St. Charles County Council enacted Ordinance 09-019 which authorized a form agreement which authorized the County to enter into contracts with municipalities in need of mosquito control services to provide them; and

WHEREAS, the form agreement as authorized by Ordinance 09-019 requires substantive changes; and

WHEREAS, the St. Charles County Charter, Section 2.528 authorizes the County to cooperate or join by contract or otherwise with any city or political subdivision thereof, for a common service; and

WHEREAS, Section 70.220 RSMo. authorizes an intergovernmental agreement between political subdivisions for the purposes herein set out.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

- Section 1. The agreement attached hereto and incorporated herein as Exhibit A is hereby approved as the standard form agreement between the County and municipalities for the purpose of providing mosquito control to municipalities in St. Charles County.
- Section 2. Each contract executed shall be substantially the same in form and content as that attached hereto and in.
- Section 3. The County Executive of St. Charles County or his designee is hereby authorized to execute these agreements with municipalities.
- Section 4. Compliance with all the terms of such contract shall be the responsibility of the Director of the Department of Public Health.
- Section 5. This ordinance shall be in full force and effect from and after the date of its passage and approval and such agreements shall be valid upon the passage of an ordinance of the governing body of each governmental

entity entering into such agreement as required by Chapter 70 of the Revised Statutes of the State of Missouri.

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DATE PASSED

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DATE APPROVED BY COUNTY EXECUTIVE

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CHAIR OF THE COUNCIL

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COUNTY EXECUTIVE

ATTEST:

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COUNTY REGISTRAR

AGREEMENT TO PROVIDE  
MOSQUITO CONTROL SERVICES

This agreement is made on the date last written below by and between ST. CHARLES COUNTY, MISSOURI (hereafter "COUNTY") and \_\_\_\_\_ (hereafter "MUNICIPALITY"), as provided below.

ARTICLE ONE – GENERAL TERMS

In consideration for MUNICIPALITY'S payments as set forth in Article Two, COUNTY agrees to provide mosquito control services within the territorial limits of MUNICIPALITY, subject to the provisions of this Agreement.

ARTICLE TWO – PAYMENT AND SERVICES PROVIDED

COUNTY agrees to provide mosquito control services and MUNICIPALITY agrees to pay for those services as follows:

- A. Adult Mosquito Control: In subdivisions of MUNICIPALITY and at such other locations agreed to between MUNICIPALITY and COUNTY, COUNTY will provide adult mosquito control through application of an appropriate EPA-registered adult mosquito control agent applied at label recommended rates with ultra-low-volume technology.
  - a. Adult mosquito control agent: COUNTY will determine the appropriate adult mosquito control agent to be used pursuant to best management practices, professional opinion and purchasing guidelines.
  - b. Typical Applications: COUNTY will provide applications of the appropriate adult mosquito control agent in response to citizen complaints, following approval by MUNICIPALITY'S designated representative, and when it is determined by County that a sufficient threat to public health exist or when nuisance abatement is a reasonable treatment option.
  - c. Special Applications: Upon reasonable advance request by MUNICIPALITY, COUNTY will make special applications of the designated adult mosquito control agent in advance of specific scheduled events within MUNICIPALITY when it is determined by County that a sufficient threat to public health exist or when nuisance abatement is a reasonable treatment option.
  - d. Cost of applications: The cost for applications of the designated mosquito control agent shall not exceed \$ \_\_\_\_\_ *per mile* for the agent, supplies, equipment, labor, fuel and associated expenses.
- B. Larval Mosquito Control: Within the corporate boundaries of MUNICIPALITY, COUNTY will provide larval mosquito control by inspecting standing water and applying larvicides as required to abate mosquito development.
  - a. Agents and Applications: Based on conditions of weather and water to be treated, COUNTY will select an appropriate EPA-registered larvicide and apply it at label-recommended rates as needed to control larvae.

- b. Cost of applications: The cost for application of larvicide shall not exceed \$ \_\_\_\_\_ *per hour* for labor, operation of vehicles, fuel, other associated expenses and:
      - i. \$ \_\_\_\_\_. \_\_\_\_ *per pound* for granular larvicide
      - ii. \$ \_\_\_\_\_. \_\_\_\_ *per gallon* for liquid larvicide
      - iii. \$ \_\_\_\_\_. \_\_\_\_ *per briquette*, for methoprene briquettes.
- C. Surveillance: Within the corporate boundaries of MUNICIPALITY, COUNTY may provide mosquito surveillance and laboratory services at will.
  - a. Mosquito Surveillance: Trapping of mosquitoes to determine such things as breed, sex, population abundance, presence of viruses, etc.
  - b. Laboratory Services: Samples of mosquitoes must be sorted, sexed, counted, and processed to adequately acquire the needed data for sound program management.
  - c. Cost of laboratory services: The cost for laboratory services shall not exceed \$ \_\_\_\_\_ per sample for supplies, equipment, labor, fuel, and associated expenses necessary to perform surveillance.
- D. Complaints: Any public requests or demands for services and/or complaints regarding mosquito nuisance activity shall be referred by MUNICIPALITY to COUNTY's Department of Public Health at (636) 949-1800.
- E. Billing and documentation: COUNTY will submit bills monthly between May and November as services are performed. MUNICIPALITY will pay bills promptly upon receipt in accordance with sound government accounting practices. All services provided by COUNTY will be documented by retention of copies in compliance with Secretary of State.

#### ARTICLE THREE – LIMITATIONS AND ACKNOWLEDGEMENTS

- A. Non-Assignable: The contract hereby given is not assignable and is to be exercised solely by the COUNTY and the MUNICIPALITY as provided herein.
- B. Total Monetary Limit of Service: Notwithstanding anything else in this Agreement and notwithstanding any requests submitted by MUNICIPALITY, this contract is limited to \$ \_\_\_\_\_ per annum except as provided here. COUNTY will monitor billings for services provided and should MUNICIPALITY's payments for services approach the above amount, COUNTY will notify municipality. COUNTY shall provide additional services under this Agreement only upon written authorization of MUNICIPALITY executed by its \_\_\_\_\_ (Mayor, Director of Administration, Procurement Director).
- C. Environmentally Sensitive Materials: MUNICIPALITY acknowledges and understands that the very nature of this agreement requires the wide-spread application of pesticide and larvicide compounds within the corporate boundaries of MUNICIPALITY including introduction of those compounds into the air and water and soil of MUNICIPALITY. This application is at the specific request of MUNICIPALITY which has informed itself of the nature of these compounds and wishes to have them applied within MUNICIPALITY's corporate boundaries. MUNICIPALITY waives any and all claim or complaint against COUNTY for any environmental liability, personal injury, or property damage caused or alleged to be caused by the applications of any and all pesticides and larvicides, whether listed by name in this agreement or substituted by COUNTY in its discretion.
- D. Intergovernmental Relationship: Under this agreement, COUNTY is not an agent or employee of MUNICIPALITY, nor does COUNTY act at the direction of MUNICIPALITY, but rather COUNTY is a

sovereign government entity engaging in mosquito control as necessary for the protection of the public health and welfare of the entire COUNTY. Mosquito control within the COUNTY is facilitated by the application of pesticides and larvicides within MUNICIPALITY. Application of those pesticides and larvicides by COUNTY will require employees and agents of COUNTY to use discretion as to the proper pesticide amounts, application methods, and practical means to engage in mosquito control. MUNICIPALITY recognizes the discretionary nature of mosquito control services and the importance of COUNTY's public health obligation. Further, any desire or obligation of MUNICIPALITY to engage in or provide for mosquito control within its corporate boundaries is solely for the protection of public health and welfare of MUNICIPALITY and its residents, which is a governmental function of MUNICIPALITY that is not delegated to COUNTY by this agreement.

**ARTICLE FOUR – TERMINATION**

- A. This agreement terminates on December 31, 2019. This Agreement shall automatically be renewed for additional one-year terms on January 1 of each successive year unless either party gives written notice 30 days before December 31 of each successive year.
- B. This agreement may be terminated by either party hereto at any time by giving forty-five (45) days prior written notice to the other party at the address shown on the signature page.

IN WITNESS WHEREOF, the parties have entered into this agreement on the date last written below.

Executed by the County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Executed by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE CITY OF \_\_\_\_\_

ST. CHARLES COUNTY, MISSOURI  
100 North Third Street  
St. Charles, Missouri 63301

\_\_\_\_\_  
, Board Trustee

\_\_\_\_\_  
, County Executive

ATTEST:

ATTEST:

\_\_\_\_\_  
, City Clerk

\_\_\_\_\_  
, County Registrar