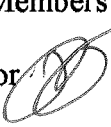


MEMORANDUM

TO: Mayor Strickland and City Council Members
FROM: Paul Johnson – Public Works Director 
DATE: October 13, 2009
SUBJECT: Volusia County Mosquito Control

OCT 05 2009
RBR

PURPOSE

The purpose of this item is to obtain City Council authorization for the Public Works Director to enter into an Agreement with Volusia County for mosquito control.

BACKGROUND

Orange City is in need of mosquito control services from time to time. These services have historically been provided to the City by Volusia County Mosquito Control. These services are provided on an “as-needed” basis and only when approved and ordered by City Staff. The attached Agreement updates the agreements the City has made with Volusia County over the past several years.

RECOMMENDATION

To recommend City Council authorize the Public Works Director to enter into an Agreement with Volusia County for mosquito control.

**COUNTY OF VOLUSIA FEE FOR SERVICES
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF ORANGE CITY, FLORIDA**

This Agreement is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, Deland, FL 32720-4613, hereinafter referred to as "COUNTY," and the City of Orange City, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 205 E. Graves Avenue, Orange City, Florida 32763, hereinafter referred to as "CITY".

RECITALS

WHEREAS, the CITY has made a request to the COUNTY to provide mosquito control and weed control services.

WHEREAS, the COUNTY finds that such service may be provided on an "as needed" basis as described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the parties agree as follows:

1. The County shall provide the following specified services:

Mosquito control and weed control services as set forth on Schedule 1, attached hereto and incorporated herein by this reference.

2. The CITY shall pay the COUNTY for mosquito control and weed control services in accordance with the following rate structure:

Mosquito, Midge and Weed inspection information determines the control needs within the City. Sentinel chickens flock disease information also helps define control efforts.

Personnel for Mosquito, Midge and Weed Services will be charges as follows:

Time: Work hours x hourly rate x current overhead rate.

Overtime: Work hours x hourly rate x 1.5.

Equipment:

A variety of trucks, boats and aircraft will be used for Mosquito, Midge and Weed Services. The rate for each piece of equipment will be listed on the billing.

Materials and Chemicals:

All materials that are used will be billed at actual cost plus current material handling rate.

3. The CITY shall pay the COUNTY for mosquito and weed control services within thirty (30) days of receipt by CITY of COUNTY invoice for services.
4. As the services under this Agreement are on an "as needed basis", the City shall make no claim against the County predicated upon the theory that the failure to provide services at a given time caused damages to the City or a third party complainant.
5. Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any numbered paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of either party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
6. The terms of this Agreement shall be made from October 1, 2009, thru September 30, 2010, unless sooner terminated. This Agreement may be terminated by the County or the City upon not less than thirty (30) days written notice to the other party.
7. This agreement contains the entire Agreement between these parties. This Agreement should not be modified except by written agreement signed by both parties.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**County of Volusia, a political
subdivision of the State of Florida**

ATTEST:

By: _____
Name: James T. Dinneen
Title: County Manager/Clerk
Dated: _____

By: _____
Name: Frank T. Bruno, Jr.
Title: County Chair
Dated: _____

**City of Orange City, a municipal
corporation**

ATTEST:

By: _____
Name: _____
Title: _____
Dated: _____

By: _____
Name: Paul Johnson
Title: Public Works Director
Dated: _____

(Corporate Seal)

SCHEDULE 1
MOSQUITO and WEED CONTROL SERVICES

Volusia Mosquito Control will perform mosquito and midge larviciding, adulticiding, and surveillance for Orange City on an “as available” basis within Orange City’s city boundaries. Adult mosquito control spray dates will be determined by Mosquito Control personnel and Orange City City Staff, after assessing mosquito control surveillance information.

Weed control will be performed on an “as available” basis within Orange City city boundaries. The weed control areas are as follows, but not limited to:

- Spot spray areas: signs, catch basins, and guardrails.
- Ditch banks and flow lines for ditches.
- Storm water control structures, i.e. retention areas and detention areas.
- Lakes with invasive aquatic weeds.

Herbicide spray areas will be determined by County personnel and Orange City City staff. Herbicide areas may be added or deleted by mutual agreement of City and County staff.

Mosquito and weed control services as defined by this contract may be provided on an “emergency basis” resulting from a storm or declared disaster as requested by Orange City City Staff. Emergency services provided by the County will be billed to the City in accordance to this contract.