

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH
ST. LOUIS COUNTY, MISSOURI FOR MOSQUITO
CONTROL SERVICES FOR A 5-YEAR PERIOD**

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARSON WOODS, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. The Mayor is hereby authorized to enter into an agreement with St. Louis County, Missouri, by and through its Department of Health, to perform mosquito control and other services for the City. Such agreement shall be substantially in the form of the contract entitled *Local Government Contract with St. Louis County, Missouri for Vector Control Services* attached hereto and incorporated herein as "Exhibit 1" (the "Agreement").

SECTION 2. Pursuant to the Agreement, the City shall compensate St. Louis County, Missouri for vector control services including adulticiding at the hourly rate of eighty-two dollars (\$82.00), for other mosquito control services including larviciding at the hourly rate of fifty-five dollars (\$55.00), and for rodent abatement services at the hourly rate of thirty-two dollars (\$32.00), for the first year of the Agreement as set forth therein, and at such rates as may be adjusted in accordance with the terms and conditions of the Agreement.

SECTION 3. After its execution, the Agreement shall be in effect for a period of five (5) years from its date of execution. Either party may terminate the contract by written notice, at least thirty (30) days prior to the date of termination.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF WARSON WOODS, MISSOURI, THIS 19th DAY OF JUNE, 2018.

Laurance M. Howe, Mayor

ATTEST:

Kathy Mahany, City Clerk

APPROVED AS TO FORM:

Paul V. Rost, City Attorney

Exhibit 1

LOCAL GOVERNMENT CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR VECTOR CONTROL SERVICES

This contract is made and entered into this _____ day of _____, 2018, by and between the _____, a Municipal Corporation, (hereinafter referred to as "Municipality") and St. Louis County, Missouri, (hereinafter referred to as "County").

Witnesseth:

Whereas, Municipality has enacted Ordinance No. /Resolution No. _____ authorizing said Municipality to enter into this contract with County for vector control services to be performed within said Municipality through County's Department of Public Health; and

Whereas, County is authorized by Article II, Section 2.180 (20) of County's Charter to cooperate and contract with other political subdivisions for common services; and

Whereas, Section 604.020 SLCRO 1974, as amended, authorizes the County Executive to contract on behalf of the Department of Public Health with political subdivisions to provide public health services; and

Whereas, in conformity with Section 604.040 SLCRO 1974, as amended, the St. Louis County Council has adopted Resolution No. 6281, 2018, that sets forth the terms and conditions upon which vector control services are to be provided to Municipality; and

Now therefore, in consideration of the mutual promises and undertakings herein set forth, County and Municipality agree as follows:

1. County shall provide vector control services as indicated:
 - a. Mosquito Control Services:
 1. Including Adulticiding, per County guidelines, to include all necessary materials, equipment, and personnel.

Other mosquito control services:

 2. Including Larviciding, per County guidelines, to include all necessary materials, equipment, and personnel.
 - b. Rodent abatement services:

Including rodent inspections and abatement, per County guidelines, to include all necessary materials, equipment, and personnel.
2. Municipality shall:
 - a. Pay County for vector control services including adulticiding at the hourly rate of eighty-two dollars (\$82.00), for other mosquito control services including larviciding at the hourly rate of fifty-five dollars (\$55.00), and for rodent abatement services at the hourly rate of thirty – two dollars (\$32.00).

- b. Make all payments by check payable to the order of "St. Louis County Department of Public Health". Billing will occur annually in January. Payments for the previous year's service, under above paragraph "a" of this section, must be received by County before the 31st day of March of the year services are provided. Remit payment to St. Louis County Department of Public Health, 6121 N. Hanley Road, Berkeley, MO 63134.
- 3. The costs per hour for services may be revised annually by County. County shall provide written notice to Municipality of the change in cost no later than May 1 of any year in which the services will be rendered.
- 4. The initial contract term shall be five (5) years, subject to changes in prices and services provided therein by County, as agreed to by Municipality. Either party may terminate this contract upon thirty days written notice.

St. Louis County, Missouri

By: _____
County Executive

Attest:

Administrative Director

Approved As To Legal Form:

County Counselor

APPROVED:

Director, Department of Public Health

MUNICIPALITY

(Name Of)

By:

(Signature of authorized individual)

APPROVED:

Accounting Officer

(Type name/title of authorized individual)

ATTEST:

City/Village Clerk