

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH ST. LOUIS COUNTY, MISSOURI FOR MOSQUITO CONTROL SERVICES BY THE ST. LOUIS COUNTY DEPARTMENT OF HEALTH.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHMOND HEIGHTS, MISSOURI, as follows:

SECTION 1. The Mayor of the City of Richmond Heights, Missouri is hereby authorized and directed to sign, on behalf of the City, an agreement with St. Louis County, Missouri whereby the County, through its Department of Health, will perform mosquito control services within the City of Richmond Heights.

SECTION 2. The Clerk of the City of Richmond Heights is hereby authorized and directed to attest such contract and to affix the Official Seal of the City thereto.

SECTION 3. The contract authorized for execution and attestation shall be in the form and contain the words and figures as per Exhibit "A" which is attached hereto and made a part of this Ordinance by reference.

SECTION 4. This ordinance shall be in full force and effect on the 31st day from and after the date of its passage.

PASSED and SIGNED this 20th day of April, 2009.

JAMES J. BECK
MAYOR

ATTEST:

PATRICIA S. VILLMER
DEPUTY CITY CLERK

APPROVED AS TO FORM:

KENNETH J. HEINZ
CITY ATTORNEY

First reading: April 6, 2009
Second reading: April 20, 2009

Exhibit A

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

This contract is made and entered into this _____ day of _____, 2009, 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 its Ordinance No./Resolution No. _____ authorizing said Municipality to enter into this contract with County for mosquito control services to be performed within said Municipality through County's Department of 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 604.040 SLCRO 1974, as amended, authorizes the County Executive to contract on behalf of the Department of Health with political subdivisions for public health services; and

Whereas, in conformity with Section 604.040 SLCRO 1974, as amended, the St. Louis County Council has adopted Resolution No. 3670, 1992 that sets forth the terms and conditions upon which mosquito 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 mosquito control services as indicated: | Yes | No |
| a. | Mosquito control services including adulticiding per County guidelines - to include all necessary materials, equipment, and personnel. | <input type="checkbox"/> | <input type="checkbox"/> |
| b. | Other mosquito control services including larviciding per County guidelines - to include all necessary materials, equipment, and personnel | <input type="checkbox"/> | <input type="checkbox"/> |
2. Municipality shall:
- a. Pay County for mosquito control services including adulticiding at the hourly rate of seventy-two dollars (\$72.00) and for other mosquito services including larviciding, at the hourly rate of forty-five dollars (\$45.00).
 - b. Make all payments by check payable to the order of the "St. Louis County Health Department". Billing will occur in November. Payments under above paragraph "a" of this section must be received by County before the 31st day of December, for the initial contract term and before the same day and month in succeeding periods of renewal. Remit payment to St. Louis County Department of Health, 111 S. Meramec Ave., LL-Fiscal Services, Clayton, MO 63105.

3. The initial contract term shall be for one year with automatically renewable one year periods, for a maximum of four (4) years, subject to changes in prices and services provided therein by County, as agreed to by Municipality. This contract term is for a total of ____ years, which includes initial one-year term and annual renewals. Either party may terminate this contract upon thirty days written notice.

ST. LOUIS COUNTY, MISSOURI

ATTEST:

Administrative Director

APPROVED:

Director, Department of Health

APPROVED:

Accounting Officer

ATTEST:

City/Village Clerk

By: _____
County Executive

APPROVED AS TO LEGAL FORM:

County Counselor

MUNICIPALITY

(name of)

By: _____
(Signature of authorized individual)

(Type name/title of authorized individual)