

INTERLOCAL AGREEMENT
FOR
MOSQUITO CONTROL SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into on this ____ day of _____, 2019, by and between the TOWN OF SEWALL'S POINT, a municipal corporation under the laws of the State of Florida (hereinafter "TOWN"), and MARTIN COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Interlocal Agreement pursuant to Section 163.01, Fla. Stat.; and

WHEREAS, the TOWN desires the COUNTY to continue providing mosquito control services in all areas inside of the TOWN's municipal limits; and

WHEREAS, the TOWN owns properties; water retention areas and ponds; equalizers; storm drains; catch basins; water treatment facilities; and other mosquito producing structures, and drainage systems which are located in areas in which the COUNTY is providing mosquito control services; and

WHEREAS, the TOWN and the COUNTY wish to provide for continued mosquito control inspections; mosquito surveillance (trapping, landing rate counts, identification); larviciding treatments; adulticiding treatments; mosquito-eating fish stocking; arboviral response; and sentinel flock monitoring for mosquito-borne diseases.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the TOWN and the COUNTY hereby agree as follows:

1. Authorize County to perform MCS in Town Jurisdiction: TOWN and COUNTY agree that it is in the best interest of the citizens of the TOWN for the COUNTY to continue providing mosquito control services within the municipal boundaries of the TOWN. TOWN shall allow COUNTY staff to access all applicable TOWN owned and operated lands, structures, and waters, including but not limited to water retention areas and ponds, equalizers, storm drains, catch basins, water treatment facilities, other mosquito-producing structures, and drainage systems, for the implementation of mosquito control services. Mosquito control services will be conducted according to all Federal, State and local laws, ordinances, and statutes.
2. Mosquito Control Services: COUNTY shall provide the following mosquito control services within the TOWN as necessary:
 - a. adult and larval, mosquito control inspection, and pretreatment services to appropriate breeding and harborage sources in aquatic and terrestrial habitats,

properties, right-of-ways, easements and other areas;

- b. mosquito trapping, landing counts, and larval dipping in all relevant, lands and waters, as needed to survey and assess mosquito population dynamics. These activities are required in order to legally, and practically justify all mosquito control operations and applications.
 - c. painting, repairing or replacing all mosquito traps and mosquito surveillance equipment, which may become damaged or inoperable, or in need of maintenance.
 - d. adult mosquito control, spray missions, as needed, when mosquito populations have been verified and prescribed by State-of-Florida licensed, COUNTY Mosquito Control Technicians. All operations shall be approved by the Director of Mosquito Control. Mosquito Control Service requests will also be considered when scheduling Ultra Low Volume (ULV) mosquito control applications by truck, ATV, hand fogger or other method, but shall not serve as the sole criteria for spraying any mission.
 - e. larviciding operations, which include the use of chemical control, biological control; mosquito breeding source reduction (i.e.: tire removal, container removal), and other methods to reduce or eliminate mosquito larvae.
 - f. stock native, mosquito-eating fish (*Gambusia* spp.) in aquatic areas in order to reduce larval mosquito populations, where advantageous, and most effective, at the discretion of COUNTY.
3. Term: The term of this Agreement shall be one year from the date set forth above and may be renewed for additional one year terms upon the mutual written agreement of the parties sixty (60) days prior to the expiration of the current term, unless waived in writing by the parties. The County authorizes the County Administrator and the TOWN authorizes the Town Manager to execute such additional one year renewals of this Agreement.
4. Modification and Assignment: This Agreement shall not be abrogated, changed, or modified without the written consent of both parties. This Agreement may not be assigned, transferred, or pledged by either party without the other parties' written consent.
5. Notice: All notices, demands, and other writings required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the United States Mail, postage pre-paid, and addressed to the parties at the addresses noted in this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature. Any notice or disclosures required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

Martin County:	County Administrator 2401 SE Monterey Road Stuart, FL 34996	County Attorney 2401 SE Monterey Road Stuart, FL 34996
Town of Sewall's Point:	Town Manager 1 S. Sewall's Point Rd. Sewall's Point, FL 34996	Town Attorney 701 Northpoint Pkwy., Ste. 209 West Palm Beach, FL 33407

6. Liability: As between TOWN and COUNTY, subject to the limitations of Section 768.28, Fla. Stat., each assumes the responsibility for the negligence of its employees. This provision shall in no way be deemed a waiver of the sovereign immunity afforded to the parties by Florida law, the provisions of Section 768.28, Fla. Stat., or a consent to be sued by third parties.
7. Disclaimer: Other than the covenants and performance contemplated herein, neither party has made promises, representations or warranties. It is expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto.
8. Waiver: No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.
9. Severability: If any term, provision or condition contained in this Agreement or any application thereof shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances other than those in respect to those of which it is invalid or unenforceable shall not be affected thereby, and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
10. Attorney's Fees: If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then each party shall be responsible for its own attorney's fees and costs.
11. General: The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.
12. Governing Law and Venue: Federal Law, as well as the laws of the State of Florida

shall govern the validity, performance and enforcement of this Agreement. For purposes of any action suit or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent and agree that venue thereof is Martin County, Florida.

13. Termination: This Agreement may be terminated by either party upon seventy-two (72) hours prior written notice to the other party.

14. This Interlocal Agreement shall be filed with the Martin County, Clerk of the Circuit Court and Comptroller, as required by Section 163.01(11), Fla. Stat.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, do hereby execute this Agreement on the date first written above.

ATTEST:

MARTIN COUNTY BOARD OF
COUNTY COMMISSIONERS

Carolyn Timmann, Clerk of the Circuit
Court and Comptroller

Edward V. Ciampi, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

SARAH W. WOODS, County Attorney

ATTEST:



Cheryl White, Town of Sewall's Point
Clerk

TOWN OF SEWALL'S POINT, FLORIDA

Vinny Barile, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Glen J. Torcivia, Town Attorney

