

RESOLUTION NO. 26-23
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER JoAnne Ray ON THE 20th
DAY OF March, 2023.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO EXECUTE AN AGREEMENT WITH PUBLIC HEALTH – DAYTON & MONTGOMERY COUNTY FOR MOSQUITO CONTROL OPERATIONS IN THE CITY OF CENTERVILLE.

WHEREAS, the City of Centerville is desirous of eliminating vectors of mosquito-borne disease and their harborage within the City; and

WHEREAS, Public Health – Dayton & Montgomery County has the material, equipment, and manpower necessary to conduct mosquito control operations; and

WHEREAS, the City desires to contract with Public Health for those operations.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

Section 1. That the City Manager is hereby authorized and directed to execute an Agreement with Public Health – Dayton & Montgomery County for mosquito control operations in the City. A copy of said Agreement is attached hereto as Exhibit “A” and incorporated herein.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 20th day of March, 2023.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 26-23, passed by the Council of the City of Centerville, Ohio on the 20th day of March, 2023.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

AGREEMENT

This Agreement made this _____ day of _____, 2023 in Dayton, Montgomery County, Ohio by and between Public Health – Dayton & Montgomery County (hereinafter called the “Public Health”) and the City of Centerville (hereinafter called the “City”).

WITNESSETH:

WHEREAS, the City is desirous of eliminating vectors of mosquito-borne disease and their harborage within its jurisdiction, and

WHEREAS, Public Health has the material, equipment, and manpower necessary to conduct mosquito control operations.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Public Health shall conduct periodic operations for control of vectors of mosquito-borne disease in areas within the corporate limits of Centerville as the City and Public Health mutually agree upon. Public Health shall determine the times and dates of the proposed control program in cooperation with the City consistent with the need for such an operation. As used in this Agreement, “mosquito control operations” includes both larval control (larviciding) and adult control (spraying) activities.

2. The City shall pay Public Health at a rate of two hundred twenty- five dollars (\$225) per hour for mosquito spraying services, one hundred twenty-five dollars (\$125) per acre and thirty-five (\$35) per single application (abandoned swimming pools, catch basins, etc.) for larval control applications, not to exceed a maximum of three thousand dollars (\$3,000) during the Agreement. Public Health shall invoice the City at the end of the control season for such services.

3. Public Health shall supply all the material, equipment, and manpower necessary to carry out the aforementioned mosquito control services as the City and Public Health mutually agree upon. However, it is expressly understood by the parties to this Agreement that the Public Health’s ability to carry out its responsibilities hereunder is conditioned upon the Public Health’s continued use of existing spraying equipment. If at any time during the term of this Agreement, Public Health is unable to use existing spraying equipment due to mechanical failure or due to any other reason beyond the control of Public Health, this Agreement shall automatically terminate.

4. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

5. Unless otherwise stated herein, this Agreement shall automatically terminate on November 1, 2023. Either party may terminate this Agreement before such date by providing one week's advance written notification to the other party.

6. Public Health shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

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IN WITNESS WHEREOF, the parties have hereunto set their hands on this
_____ day of _____, 2023.

Witness

**PUBLIC HEALTH-DAYTON &
MONTGOMERY COUNTY**

**Jennifer Wentzel, MPH
Health Commissioner**

CITY OF CENTERVILLE

City Manager

APPROVED AS TO FORM:

Scott A. Liberman, Municipal Attorney