

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Caylon Cohen
DEPUTY CLERK

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this 29 day of Oct., 2006, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as COUNTY; and CITY OF ALTAMONTE SPRINGS, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32710, thereafter referred to as ALTAMONTES SPRINGS; and CITY OF CASSELBERRY, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as CASSELBERRY; and CITY OF LAKE MARY, a Florida municipal corporation, whose address is Post Office Box 725, Lake Mary, Florida 32746, hereinafter referred to as LAKE MARY; and CITY OF LONGWOOD, A Florida municipal corporation, whose address is 175 West Warren Avenue, Longwood, Florida 32750, hereinafter referred to as LONGWOOD; and CITY OF OVIEDO, a Florida municipal corporation, whose address is Post Office Box 159, Oviedo, Florida 32765, hereinafter referred to as OVIEDO; and CITY OF SANFORD, a Florida municipal corporation, whose address is Post Office Box 1778, Sanford, Florida 32772-1778, hereinafter referred to as SANFORD; and CITY OF WINTER SPRINGS, a Florida municipal corporation, whose address is 1126 East

State Road 434, Winter Springs, Florida 32708, hereinafter referred to as WINTER SPRINGS.

WITNESSETH:

WHEREAS, ALTAMONTE SPRINGS, CASSELBERRY, LAKE MARY, LONGWOOD, OVIEDO, SANFORD AND WINTER SPRINGS shall collectively hereinafter be referred to as CITIES; and

WHEREAS, the parties hereto have the common power to implement programs and services affecting the health, safety and welfare of citizens within their respective geographic jurisdictions; and

WHEREAS, to protect the interest of the public health, the Joint City-County Advisory Committee recommended the implementation of a County-wide science based Mosquito Control Program (Program) that is focused on integrated pest management; and

WHEREAS, the parties desire to eliminate duplication and waste from the existing separate implementation of mosquito control programs; implement a comprehensive public education component to such programs and encourage source reduction and minimization of chemicals utilized; and

WHEREAS, the CITIES desire to contract with the COUNTY for the provision of said services; and

WHEREAS, the COUNTY is agreeable to providing these services pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized pursuant to Section 163.01, Florida Statutes, which provides for the exercise, by Agreement of two or more public agencies, of any power common to them,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties agree as follows:

SECTION 1. PREAMBLE. The foregoing statements are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. PURPOSE. The purpose of this Agreement is for the COUNTY to provide the following services to the CITIES in the manner hereinafter set forth:

A. The COUNTY shall:

1. Operate the Program within its Department of Public Works as described in the Addendum attached hereto and incorporated herein;
2. Implement the Program over a three (3) year time period;
3. Conduct mosquito control activities within the geographic boundaries of the CITIES;
4. Conduct aerial spraying on an as-needed basis in accordance with the CITIES approval and all applicable Federal, state and local regulations;

5. Establish an Advisory Committee comprised of one (1) designated representative from the COUNTY and one (1) designated representative from each of the member CITIES to address implementing the Program and customer related service issues.

The CITIES shall:

1. Designate a representative to participate in the Advisory Committee established pursuant to Section 2.A.5 above.
2. Cooperate in good faith and in a timely manner with all parties to this Agreement with regard to the subject matter of said Agreement.

SECTION 3. EMPLOYEE STATUS. Persons employed by any party in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the other parties' officers and employees either by operation of law or by the party.

SECTION 4. NOTICES. Whenever a party desires to give notice to another party, notice may be sent to:

For COUNTY:

Board of County Commissioners
Carlton D. Henley, Chairman
1101 East First Street
Sanford, FL 32773

For CASSELBERRY:

Thelma McPherson, Clerk
City of Casselberry
95 Triplet Lake Drive
Casselberry, FL 32707

For ALTAMONTE SPRINGS:

Patsy Wainright, Clerk
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

For LAKE MARY:

Carol Foster, Clerk
City of Lake Mary
Post Office Box 725
Lake Mary, FL 32746

For LONGWOOD:

Sarah M. Mirus, Clerk
City of Longwood
175 West Warren Avenue
Longwood, FL 32750

For SANFORD:

Janet R. Dougherty, Clerk
City of Sanford
Post Office Box 1778
Sanford, FL 32772-1778

For OVIEDO:

Barbara Barbour, Clerk
City of Oviedo
Post Office Box 159
Oviedo, FL 32765

For WINTER SPRINGS:

City of Winter Springs
Andrea Lorenzo-Luaces, Clerk
1126 East State Road 434
Winter Springs, FL 32708

Any of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 5. PUBLIC RECORDS LAW. The parties acknowledge their obligations pursuant to Chapter 119, Florida Statutes, to release public records created in accordance with this Agreement to members of the public upon request.

SECTION 6. COUNTERPARTS AND HEADINGS. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:

[Signature]
Clerk to the Board of
County Commissioners of
Seminole county Florida.

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency.

Susan E. Dietrich 10-24-07
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

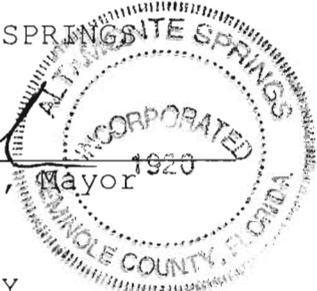
BY: *Carlton D. Henley*
CARLTON D. HENLEY, Chairman

Date: 10-29-07

As authorized for execution
by the Board of County
Commissioners in their 10/9,
2006, regular meeting.

ATTEST:

Patsy Wainright
Patsy Wainright Clerk

CITY OF ALTAMONTE SPRINGS
BY: *Russel E. Hauck*
Russel E. Hauck, Mayor


ATTEST:

Thelma McPherson, Clerk

CITY OF CASSELBERRY

By: Bob Goff, Mayor

ATTEST:

Carol Foster, Clerk

CITY OF LAKE MARY

By: Thomas C. Greene, Mayor

ATTEST:

Sarah M. Mirus, Clerk

CITY OF LONGWOOD

By: John C. Maingot, Mayor

ATTEST:

BARBARA Barbour, Clerk

CITY OF OVIEDO

By: _____
Thomas G. Walters, Mayor

ATTEST:

Janet R. Dougherty, Clerk

CITY OF SANFORD

By: _____
Linda Kuhn, Mayor

ATTEST:

Andrea Lorenzo-Luaces, Clerk

CITY OF WINTER SPRINGS

By: _____
John F. Bush, Mayor

SED/sb
9/8/06

Attachment: Addendum

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ADDENDUM

Mosquito Control Program Description:

As recommended by the Joint City/County Advisory Committee, and endorsed by all of the municipalities and the BCC, a science-based countywide integrated mosquito control program has been developed. It has been proposed to be implemented over a three year period. The proposed implementation schedule is as follows:

Year 1 (FY06/07):

- Hire Manager and senior staff assistant positions (2 positions).
 - Division Manager or Principal Engineer (PB8) level position recommended, due to Florida DACS Bureau of Entomology and Pest Control, Mosquito Control Laws requires a "Director" have a four year degree in science or engineering and at least two years of work experience in mosquito control, in order to have "state certified" program, eligible for annual state reimbursement.
- Continue to use existing contracted program, while developing in-house program.
 - Existing contract expires June 2007. Extension or other contract action needed over three year implementation.
- Cities will continue separate programs, but begin coordination with Manager.
- Develop implementation plan.
- Purchase of one vehicle and office equipment.
- Develop Advisory Board (as outlined by Joint City/County Advisory Committee and BCC)

Year 2 (FY07/08)

- Hire technical staff (3 positions)
 - Customer Service Specialist
 - Principal Coordinators (2): Scientist & GIS
- Purchase capital equipment for program.
- Begin implementation plan.
 - Continue contract spraying, but begin to phase in the in-house program activities, such as larvicide, trapping, and educational programs.
 - Cities continue to individual spray programs but begin integration of other activities (listed previously).
- Initiate Advisory Committee.

Year 3 (FY08/09)

- Hire field staff (7 positions)
 - 1 Senior Team Leader (Field Supervisor PB6)
 - 2 Senior Technicians (PB5)
 - 2 Technicians (PB4)
 - 2 Associate Technicians (PB3)
- Continue limited contract for spraying only through June 2009, but discontinue use of spaying services once sufficient number of field staff are hired and/or trained.
 - Fully implement countywide program.
 - Discontinue separate city programs.

"EXHIBIT-A"

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BY Carla Lake
DEPUTY CLERK

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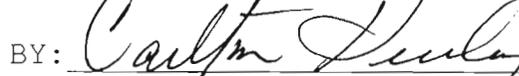
ATTEST:


Clerk to the Board of
County Commissioners of
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For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency.

 10-24-07
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: 
CARLTON D. HENLEY, Chairman

Date: 10-29-07

As authorized for execution
by the Board of County
Commissioners in their 10/9,
2007, regular meeting.

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Patsy Wainright, Clerk

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By: _____
Russel E. Hauck, Mayor

ATTEST:


Thelma McPherson, Clerk

CITY OF CASSELBERRY

By: 
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By: _____
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ATTEST:

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By: _____
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Andrea Lorenzo-Luaces, Clerk

By: _____
John F. Bush, Mayor

SED/sb
12/27/06

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- Hire technical staff (3 positions)
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BY *Cayla Cohen*
DEPUTY CLERK

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ATTEST:

Margaret Mirus
Clerk to the Board of
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Seminole county Florida.

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Approved as to form and
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Sharon E. Dietrich 10-29-07
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: Carlton Henley
CARLTON D. HENLEY, Chairman

Date: 10-29-07

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ATTEST:

Thelma McPherson, Clerk

CITY OF CASSELBERRY

By: Bob Goff, Mayor

ATTEST:

Carol A. Foster
Carol Foster, Clerk
Approved by Commission 1-18-07

CITY OF LAKE MARY

By: Thomas C. Greene
Thomas C. Greene, Mayor
George F. Duryea, Deputy Mayor

ATTEST:

Sarah M. Mirus, Clerk

CITY OF LONGWOOD

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ATTEST:

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BARBARA Barbour, Clerk

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By: Thomas G. Walters, Mayor

ATTEST:

Janet R. Dougherty, Clerk

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By: Linda Kuhn, Mayor

ATTEST:

Andrea Lorenzo-Luaces, Clerk

CITY OF WINTER SPRINGS

By: John F. Bush, Mayor

SED/sb
9/8/06

Attachment: Addendum

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As recommended by the Joint City/County Advisory Committee, and endorsed by all of the municipalities and the BCC, a science-based countywide integrated mosquito control program has been developed. It has been proposed to be implemented over a three year period. The proposed implementation schedule is as follows:

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- Cities will continue separate programs, but begin coordination with Manager.
- Develop implementation plan.
- Purchase of one vehicle and office equipment.
- Develop Advisory Board (as outlined by Joint City/County Advisory Committee and BCC)

Year 2 (FY07/08)

- Hire technical staff (3 positions)
 - Customer Service Specialist
 - Principal Coordinators (2): Scientist & GIS
- Purchase capital equipment for program.
- Begin implementation plan.
 - Continue contract spraying, but begin to phase in the in-house program activities, such as larvicide, trapping, and educational programs.
 - Cities continue to individual spray programs but begin integration of other activities (listed previously).
- Initiate Advisory Committee.

Year 3 (FY08/09)

- Hire field staff (7 positions)
 - 1 Senior Team Leader (Field Supervisor PB6)
 - 2 Senior Technicians (PB5)
 - 2 Technicians (PB4)
 - 2 Associate Technicians (PB3)
- Continue limited contract for spraying only through June 2009, but discontinue use of spraying services once sufficient number of field staff are hired and/or trained.
 - Fully implement countywide program.
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CERTIFIED COPY
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CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY: Carlyle Cohen
DEPUTY CLERK

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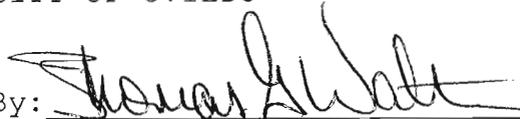
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ATTEST:



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CITY OF OVIEDO

By: 

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ATTEST:

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BY Caylon Cole
DEPUTY CLERK

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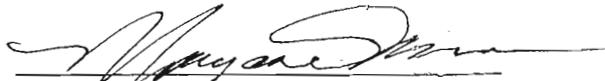
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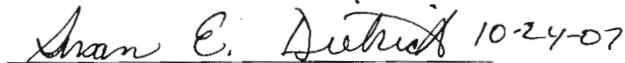
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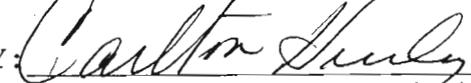


Clerk to the Board of
County Commissioners of
Seminole county Florida.

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency.


_____ 10-24-07
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: 
_____ CARLTON D. HENLEY, Chairman

Date: _____ 10-29-07

As authorized for execution
by the Board of County
Commissioners in their 10/9,
2006, regular meeting.

ATTEST:

Patsy Wainright, Clerk

ATTEST:

Thelma McPherson, Clerk

ATTEST:

Carol Foster, Clerk

ATTEST:

Sarah M. Mirus, Clerk

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By: _____
Russel E. Hauck, Mayor

CITY OF CASSELBERRY

By: _____
Bob Goff, Mayor

CITY OF LAKE MARY

By: _____
Thomas C. Greene, Mayor

CITY OF LONGWOOD

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John C. Maingot, Mayor

ATTEST:

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By: _____
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ATTEST:

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Post Office Box 1778
Sanford, FL 32772-1778

For OVIEDO:

Barbara Barbour, Clerk
City of Oviedo
Post Office Box 159
Oviedo, Fl 32765

For WINTER SPRINGS:

City of Winter Springs
Andrea Lorenzo-Luaces, Clerk
1126 East State Road 434
Winter Springs, FL 32708

Any of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 5. PUBLIC RECORDS LAW. The parties acknowledge their obligations pursuant to Chapter 119, Florida Statutes, to release public records created in accordance with this Agreement to members of the public upon request.

SECTION 6. COUNTERPARTS AND HEADINGS. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:

BARBARA Barbour, Clerk

CITY OF OVIEDO

By: _____
Thomas G. Walters, Mayor

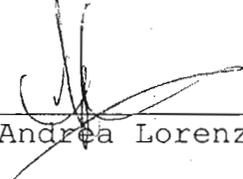
ATTEST:

Janet R. Dougherty, Clerk

CITY OF SANFORD

By: _____
Linda Kuhn, Mayor

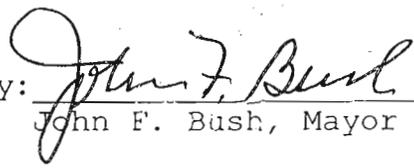
ATTEST:



Andrea Lorenzo-Luaces, Clerk

SED/sb
9/8/06

CITY OF WINTER SPRINGS

By: 

John F. Bush, Mayor

Attachment: Addendum

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ADDENDUM

Mosquito Control Program Description:

As recommended by the Joint City/County Advisory Committee, and endorsed by all of the municipalities and the BCC, a science-based countywide integrated mosquito control program has been developed. It has been proposed to be implemented over a three year period. The proposed implementation schedule is as follows:

Year 1 (FY06/07):

- Hire Manager and senior staff assistant positions (2 positions).
 - Division Manager or Principal Engineer (PB8) level position recommended, due to Florida DACS Bureau of Entomology and Pest Control, Mosquito Control Laws requires a "Director" have a four year degree in science or engineering and at least two years of work experience in mosquito control, in order to have "state certified" program, eligible for annual state reimbursement.
- Continue to use existing contracted program, while developing in-house program.
 - Existing contract expires June 2007. Extension or other contract action needed over three year implementation.
- Cities will continue separate programs, but begin coordination with Manager.
- Develop implementation plan.
- Purchase of one vehicle and office equipment.
- Develop Advisory Board (as outlined by Joint City/County Advisory Committee and BCC)

Year 2 (FY07/08)

- Hire technical staff (3 positions)
 - Customer Service Specialist
 - Principal Coordinators (2): Scientist & GIS
- Purchase capital equipment for program.
- Begin implementation plan.
 - Continue contract spraying, but begin to phase in the in-house program activities, such as larvicide, trapping, and educational programs.
 - Cities continue to individual spray programs but begin integration of other activities (listed previously).
- Initiate Advisory Committee.

Year 3 (FY08/09)

- Hire field staff (7 positions)
 - 1 Senior Team Leader (Field Supervisor PB6)
 - 2 Senior Technicians (PB5)
 - 2 Technicians (PB4)
 - 2 Associate Technicians (PB3)
- Continue limited contract for spraying only through June 2009, but discontinue use of spraying services once sufficient number of field staff are hired and/or trained.
 - Fully implement countywide program.
 - Discontinue separate city programs.