



## Agenda Item Memorandum

<b>TO:</b>	<b>City Commission of the City of Clewiston</b>
<b>FROM:</b>	<b>Lynne Mila, Director of Operations</b>
<b>VIA:</b>	<b>Danny Williams, City Manager</b>
<b>DATE:</b>	<b>September 15, 2025</b>
<b>SUBJECT:</b>	<b>Consideration of approval of Resolution 2025-51</b>

### **Background:**

Resolution 2025-51 accepts the proposal for aerial and ground mosquito control services from Vector Disease Control International (VDCI) and approves the 2025 Aerial and Ground Mosquito Control Contract between the City of Clewiston and VDCI.

### **Recommendation:**

Staff recommends approval of Resolution 2025-51

### **Attachments:**

1. Affidavit of Publication
2. Bid tabulation
3. Resolution 2025-51
4. 2025 Aerial and Ground Mosquito Control Contract



## Proof of Publication

9/9/2025

STATE OF FLORIDA:  
COUNTY OF HENDRY:

Before the undersigned authority personally appeared **Katrina Elsken Muros**, who on oath says that she is **Editor in Chief of the Lake Okeechobee News**, a weekly newspaper published in **Hendry County, Florida**; that the attached copy of advertisement, being a **Public Notice** in the matter of

### Public Notice

in the **20th Judicial District of the Circuit Court of Hendry County, Florida**, was published in said newspaper in the issues of or by publication on the newspaper's website, if authorized, on

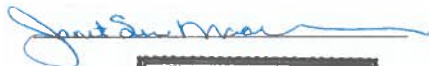
LAKO: 9/3/2025, 9/4/2025, 9/5/2025, 9/6/2025,  
9/7/2025, 9/8/2025, 9/9/2025

LON: 9/3/2025

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

  
Katrina Elsken Muros

Sworn to and subscribed before me by means of  
Physical Presence ☒ Online Notarization  
physical presence or online notarization, this  
9/9/2025





### City of Clewiston RFP No. 2025-08 Professional Aerial and Ground Mosquito Control Services

The City of Clewiston will receive sealed proposals until 2:00 p.m., local time, on Friday, September 12, 2025, at Clewiston City Hall, 115 West Ventura Avenue, Clewiston, FL 33440. At this time and place, the proposals will be opened and read aloud. The proposals submitted are for **PROFESSIONAL AERIAL AND GROUND MOSQUITO CONTROL SERVICES** in the City of Clewiston and Harlem Community. All materials furnished and all work performed shall be in accordance with the specifications pertaining thereto, which may be examined at Clewiston City Hall, 115 West Ventura Avenue, Clewiston, FL 33440, telephone 863-983-1484. Each proposal must be in a sealed envelope and clearly marked **"PROFESSIONAL AERIAL AND GROUND MOSQUITO CONTROL SERVICES"**. This contract is for a twelve (12) month period, but upon agreement by the City and Contractor, may be extended in twelve (12) month increments not to exceed twenty-four (24) months. Proposals may be mailed or hand delivered to Fransheska Berrios, City Clerk, 115 West Ventura Avenue, Clewiston, FL 33440. No responsibility shall be attached to any officers for the premature opening of a proposal not properly addressed and identified. The City of Clewiston reserves the right to hold all proposals for sixty (60) days and to reject any and all proposals, with or without cause, to waive technical errors and informalities, or to accept the proposal that in its judgment best serves the City.  
29247 LON 9/3/2025

Name	CITY OF CLEWISTON
Order Number	29247
Ordered By	Fransheska Berrios
Order Date	8/27/2025
Description	RFP No. 2025-08
Number Issues	8
Pub Count	2
First Issue	9/3/2025
Last Issue	9/9/2025
Publications	Lake Okeechobee News, LakeONews.com



**CITY OF CLEWISTON**

**RESOLUTION NO. 2025-51**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING AN AGREEMENT FOR GROUND AND AERIAL MOSQUITO CONTROL BETWEEN THE CITY OF CLEWISTON AND VECTOR DISEASE CONTROL INTERNATIONAL; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.**

**WHEREAS**, the City of Clewiston (“City”) finds that it is in the best interest of the City of Clewiston to approve an agreement for Ground and Aerial Mosquito Control Services with Vector Disease Control International.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, THAT:**

**SECTION 1.** The foregoing “WHEREAS” clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

**SECTION 2.** The City Commission of the City of Clewiston approves the Agreement for Ground and Aerial Mosquito Control Services between the City of Clewiston and Vector Disease Control International attached hereto and incorporated herein as Exhibit “A”, and authorizes the appropriate City Officials to execute same.

**SECTION 3.** All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**SECTION 4.** If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its passage and adoption.

Resolution 2025-51

Commissioner \_\_\_\_\_ offered the foregoing resolution. Commissioner seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HILLARY HYSLOPE, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARBARA EDMONDS, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MALI GARDNER, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JAMES WILLIAMS, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED by the City Commission of the City of Clewiston this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

CITY OF CLEWISTON, FLORIDA

\_\_\_\_\_  
Fransheska Berrios, City Clerk

\_\_\_\_\_  
James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Kaylee Tuck, City Attorney

## 2025 Ground and Aerial Mosquito Control Contract

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF CLEWISTON, FLORIDA, a municipal corporation, whose mailing address is 115 West Ventura Avenue, Clewiston, Florida 33440 (hereinafter referred to as "the City"), and VECTOR DISEASE CONTROL INTERNATIONAL, whose mailing address is 87 West Kings Hwy., Center Hill, Florida 33514, (hereinafter referred to as "the Contractor"). The City and the Contractor (collectively referred to as "the Parties") mutually agree that the Contractor shall provide professional ground mosquito control services to the City of Clewiston.

### 1. Term of Agreement

Except as hereafter provided, this agreement shall commence on October 1, 2025, and shall end on September 30, 2026. This contract may be extended in twelve (12) month increments not to exceed twenty-four (24) months, with no more than a 2% increase each year. The extension and increase must be submitted by contractor a minimum of sixty (60) days before termination date.

### 2. Purpose of Agreement

The City has previously provided a Request for Proposals to contractors and has received sealed bids for complete mosquito control services. The purpose of this agreement is to set forth the terms and conditions for the Contractor to perform these services in accordance with the Technical Specifications and The Bid Document entitled "The City of Clewiston Professional Aerial and Ground Mosquito Control Services" presented by Vector Disease Control International, which are attached hereto and incorporated herein. The services are to be provided on the areas within the Harlem Community and the City of Clewiston.

### 3. Package Price

The Parties agree that the Contractor shall provide Ground Mosquito Control to the City and the City agrees to compensate the Contractor utilizing:

#### A. Ground

- a) the bid price per ground ULV spray mile of \$\_\_\_\_\_ using \_\_\_\_\_ for a maximum of \_\_\_\_\_ ground ULV spray miles;
- b) the bid price per \_\_\_\_\_ of \$\_\_\_\_\_ for a maximum of \_\_\_\_\_ day. Larvicide Briquettes; and
- c) the bid price per trap analyses of \$ \_\_\_\_\_ for a maximum of 40 trap analyses.

Ground ULV applications, briquettes and trap analyses will be provided on an as needed basis determined by the Director of Operations. The total amount for these services shall not exceed \$\_\_\_\_\_.

## Exhibit A

### **B. Aerial**

The Parties agree that the Contractor shall provide Aerial Mosquito Control to the City and the City agrees to compensate the Contractor utilizing the bid price per aerial application of \$\_\_\_\_\_ for a maximum of \_\_ applications of \_\_\_\_\_ using fixed wing aircraft in the amount of \$\_\_\_\_\_.

### **4. Termination of Contract-Without Cause**

Either Party may terminate the Contract at any time without cause by giving a sixty (60) day written notice.

### **5. Termination of Contract-With Cause**

Either Party may terminate this Contract at any time if there is cause, provided proper notification, as described in Section 8, and is given. Cause includes, but is not limited to: nonperformance of any obligation of this Contract; breach of a material term of this Contract; non-payment any amount payable under this Contract within thirty (30) days of invoice presentation, except for nonperformance; a material violation of law; or the Contractor's filing for relief under the Bankruptcy code or seeking the appointment of a receiver or trustee.

### **6. Obligations of the Contractor**

Throughout the term(s) of the agreement, the Contractor shall:

- A. Perform all obligations pursuant to this Contract, including but not limited to, obtaining and maintaining in effect all applicable licenses, permits, and Workers Compensation Insurance, and
- B. Maintain throughout the term(s) of the Contract general public liability insurance and vehicular insurance policies having personal injury limits not less than limits of liability mandated by law, which policy or policies must also name the City as additional insured. Contractor must provide the City with the certificate evidencing such insurance within three (3) business days after the execution of this Contract, which certificate shall contain a provision that the coverage cannot be canceled without thirty (30) days prior written notice to the City;
- C. Provide all of the necessary personnel, vehicles, equipment, supplies, fuel, chemicals, and materials to perform all of the services specified in this Contract, and to perform all of those services in a professional and timely manner, and
- D. Provide the City with a copy of a detailed inventory of all equipment necessary to demonstrate that the Contractor can adequately perform the Contract requirements. That listing and inventory are attached hereto and incorporated as an integral component of this agreement.
- E. Maintain all equipment used in performing the Contract in good working condition and neat in appearance with all safety guards in place;

## Exhibit A

- F. Perform all of the obligations of Contractor pursuant to this agreement to the reasonable satisfaction of the City Manager of the City, or his expressly appointed designee.
- G. By the 7<sup>th</sup> day of each calendar month during the term of the Contract, deliver to the City, a statement and application records of the services provided by Contractor during the preceding calendar month.

### 7. **Obligation of the City**

Throughout the term of the agreement, the City shall:

- A. Communicate with Contractor any and all unacceptable work or violations of the contract in a written manner.
- B. On or before the 15<sup>th</sup> day of the month following the month just ended pay to Contractor for the work performed by Contractor during the month just ended.

### 8. **Notices**

Any notices provided herein shall be deemed validly given when hand delivered or when sent by U.S. Mail to the addresses below (or such other address as may be specified by either party to the other by written notice).

For the City:

Clewiston City Clerk  
115 W. Ventura Avenue  
Clewiston, Florida 33440

With copy to the City Manager

For the Contractor:

Vector Disease Control International  
Attn: Peter J. Obenauer, Ph.D., Business Development Manager  
87 West Kings Hwy.  
Center Hill, FL 33514

### 9. **Governing Law**

This Agreement shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Hendry County, Florida.

### 10. **Public Records**

Contractor shall comply with Florida public records laws and, in accordance with s.119.0701 F.S., shall specifically:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.



## Exhibit A

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT 863-983-1484, [fransheska.berrios@clewiston-fl.gov](mailto:fransheska.berrios@clewiston-fl.gov), 115 WEST VENTURA AVENUE, CLEWISTON, FL 33440.**

### **11. Miscellaneous**

This document contains the entire understanding of the parties concerning the subject matter hereof and shall not be amended, except in writing executed with the same formality as this Contract.

## Exhibit A

IN WITNESS WHEREOF, the parties have signed this Contract or caused their duly authorized officers to affix their hands and seals on the day and year indicated herewith,

CITY OF CLEWISTON

ATTEST:

By: \_\_\_\_\_  
James Pittman, Mayor Date

\_\_\_\_\_  
Fransheska Berrios, City Clerk

(Seal)

Approved as to Form and Sufficiency

VECTOR DISEASE CONTROL INTERNATIONAL

\_\_\_\_\_  
Kaylee Tuck, City Attorney

By: \_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Printed name and title)

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